



# भारत का राजपत्र The Gazette of India

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सं. 16]

नई दिल्ली, शनिवार, अप्रैल 22, 1995/ वैशाख 2, 1917

No. 16]

NEW DELHI, SATURDAY, APRIL 22, 1995/VAISAKHA 2, 1917

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II)  
PART II—Section 3—Sub-Section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांख्यिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications issued by the Ministries of the Government of India  
(other than the Ministry of Defence)

केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क, का कार्यालय

अधिसूचना सं. 4/95

रायपुर, 31 मार्च, 1995

का.आ. 1072.—श्री जी. जे. चकोले, अधीक्षक समूह "ख" केन्द्रीय उत्पाद शुल्क समाहृतलय रायपुर निवृत्ति की आयु  
प्राप्त करने पर दिनांक 31-03-1995 को अपराह्न से शासकीय सेवा से निवृत्त हुए हैं।

[प. सं. II(3)3-गोप./91/6426]

आर.सी. वर्मा, समाहर्ता

OFFICE OF THE COLLECTOR OF CUSTOMS AND CENTRAL EXCISE

NOTIFICATION NO. 4/95

Raipur, the 31st March, 1995

S.O. 1072.—Shri G. J. Chakole, Superintendent Central Excise Group 'B' of Raipur Collectorate having attained the  
age of superannuation, retired from Government service on 31-03-1995 in the afternoon.

[C. No. II(3)3-Con./91/6426]

R. C. VERMA, Collector

वित्त मंत्रालय  
(राजस्व विभाग)  
मान्यता

नई दिल्ली, 31 मार्च, 1995

स्टाम्प

का. प्रा. 1073.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है, जो भारतीय लघु उद्योग विकास बैंक, बम्बई द्वारा तीन सौ करोड़ रुपये केवल जारी किए गए 12.5% एसआईडीबीआईआई बंधपत्र 2004 (5वीं श्रृंखला) के रूप में वर्णित प्रोमिसरी नोटों के स्वरूप के बंधपत्रों पर उक्त अधिनियम के अंतर्गत प्रभावी है।

[सं. 5/95-स्टाम्प-फा. सं. 33/79/94-वि. के.]

आत्मा राम, अव्वर सचिव

MINISTRY OF FINANCE  
(Department of Revenue)

ORDER

New Delhi, 31st March, 1995

STAMPS

1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes-described as 12.5 per cent SIDBI bonds 2004 (5th Series) of the value of rupees three hundred crores only issued by Small Industries Development Bank of India, Bombay are chargeable under the said Act.

S.O. 1073.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act,

[No. 5/95-Stamp-F. No. 33/79/94-ST]

ATMA RAM, Under Secy.

(आर्थिक कार्य विभाग)  
(वैकिंग प्रभाग)

नई दिल्ली, 3 अप्रैल, 1995

का. प्रा. 1074.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के अनुसरण में, केन्द्र सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा, निदेश देती है कि नीचे दी गई तालिका के कॉलम 1 में वर्णित व्यक्त, जिन्हें कॉलम 2 में उनके नामों के आगे दर्शाये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के प्रावधानों के अन्तर्गत इलाहाबाद बैंक के निदेशक मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कॉलम 3 में उनके नाम के सामने दिये गये अनुसार अधिनियम और स्कीम के प्रावधानों के अन्तर्गत अपनी अनुमानित पदावधि के निधे या आगे आदेशों तक, जैसी भी स्थिति हो, अपने-अपने सम्बन्ध पदों पर बने रहेंगे और नियुक्त/नामित समझे जाएंगे।

सारणी

(1)	(2)	(3)
श्री हरभजन सिंह, अध्यक्ष एवं प्रबंध निदेशक, इलाहाबाद बैंक	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ. 1(1) (जिसे इसके पश्चात् संशोधन से पूर्व स्कीम कहा गया है) द्वारा संशोधन से पूर्व राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 का खण्ड 3(क)	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ. 1(1) (जिसे इसके पश्चात् संशोधित स्कीम कहा गया है) द्वारा संशोधित किये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के खण्ड 3(1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 (जिसे इसके पश्चात् "अधिनियम" कहा गया है) की धारा 9(3)(क).

1	2	3
2. डा. एम सिंह कार्यपालक निदेशक	संशोधन के पूर्व स्कीम का खण्ड 3(क)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(क)
3. श्री सुरेश चन्द शर्मा	संशोधन के पूर्व स्कीम का खण्ड 3(ख)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ख)
4. श्री कामलाप्रसाद राय	संशोधन के पूर्व स्कीम का खंड 3(ग)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ग)
5. श्रीमती सुमन लता	संशोधन के पूर्व स्कीम का खण्ड 3(घ)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3)(घ) और 9(3ए)
6. श्री ए. एन. जग्गी	संशोधन के पूर्व स्कीम का खण्ड 3(ङ)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ङ) और 9(3ए)
7. श्री प्रवीण कुमार शर्मा	संशोधन के पूर्व स्कीम का खण्ड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च) और 9(3ए)
8. श्री पी. एन. शाह	संशोधन के पूर्व स्कीम का खंड 3(ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ए)
9. प्रो. मोहम्मद जवीर खान	संशोधन के पूर्व स्कीम का खण्ड 3(झ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(झ) और 9(3ए)
10. श्री के. जे. हेगड़े	संशोधन के पूर्व स्कीम का खंड 3(छ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(छ)
11. श्री अरविन्द विरमानो	संशोधन के पूर्व स्कीम का खण्ड 3(ज)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज)

[सं. एफ. 4/1/94-बीओ1(3)]

के. के. मंगस, प्रवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 3rd April, 1995

S.O. 1074:—In pursuance of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India hereby direct that the persons mentioned in column 1 of the Table below appointed/nominated as Directors on the Board of Directors of Allahabad Bank under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, as shown against their names in column 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to

their respective office under the provision of the Act and the Scheme as shown against their name in column 3, for the unexpired term of their office or until further orders, as the case may be.

TABLE

1	2	3
1. Shri Harbhajan Singh, Chairman & Managing Director	Clause 3(a) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 before its amendment by Notification No. 4/1/94—B.O.I. (1) dated 3rd April, 1995 (hereafter referred to as 'the pre-amended Scheme').	Section 9(3) (a) of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 (hereinafter referred to as 'the Act') read with Clause 3(1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 as amended by Notification No. 4/1/94-B.O.I.(1) dated 3rd April, 1995 (hereinafter referred to as 'the amended Scheme').
2. Dr. S. Singh, Executive Director	Clause 3(a) of the pre-amended Scheme.	Section 9(3)(a) of the Act read with Clause 3(1) of the amended Scheme.
3. Shri Suresh Chand Sharma	Clause 3(b) of the pre-amended Scheme.	Section 9(3)(e) of the Act read with Clause 3(1) of the amended Scheme.
4. Shri Kamala Prasad Rai	Clause 3(c) of the pre-amended Scheme.	Section 9(3)(f) of the Act read with Clause 3(1) of the amended Scheme.
5. Smt. Suman Lata	Clause 3(d) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
6. Shri A. N. Jaggi	Clause 3(e) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
7. Shri Pradeep Kumar Sharma	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
8. Shri P.N. Shah	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
9. Prof. Mohd. Shabir Khan	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
10. Shri K. J. Hegde	Clause 3(g) of the pre-amended Scheme.	Section 9(3)(c) of the Act read with Clause 3(1) of the amended Scheme.
11. Shri Arvind Virmani	Clause 3(h) of the pre-amended Scheme.	Section 9(3)(b) of the Act read with Clause 3(1) of the amended Scheme.

[No. F. 4/1/94—B.O. 1(3)]

K.K. MANGAL, Under Secy.



नई दिल्ली, 3 अप्रैल, 1995

का. आ. 1075—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3 के साथ पठित बैंककारी कम्पनी (उपक्रमों का शर्जन और अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के अनुसरण में, केन्द्र सरकार, भारतीय रिज़र्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, निदेश देती है कि नीचे दी गई तालिका के कॉलम 1 में वर्णित व्यक्ति, जिन्हें कॉलम 2 में उनके नामों के आगे दर्शाये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के प्रावधानों के अन्तर्गत आन्ध्रा बैंक के निदेशक मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कॉलम 3 में उनके नाम के सामने दिये गये अनुसार अधिनियम और स्कीम के प्रावधानों के अन्तर्गत अपनी असमाप्त पदावधि के लिए या अगले आदेशों तक, जैसी भी स्थिति हो, अपने-अपने सम्बद्ध पदों पर बने रहेंगे और नियुक्त/नामित समझे जायेंगे।

सारणी

(1)	(2)	(3)
1. श्री जी. नारायणन, अध्यक्ष एवं प्रबंध निदेशक	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ. 1(2), (जिसे इसके पश्चात् संशोधन से पूर्व स्कीम कहा गया है) द्वारा संशोधन से पूर्व राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 का खण्ड 3(क)	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ. 1(2) (जिसे इसके पश्चात् "संशोधित स्कीम" कहा गया है), द्वारा संशोधित किये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3(1) के साथ पठित बैंककारी कम्पनी उपक्रमों का शर्जन और अंतरण अधिनियम, 1980 (जिसे इसके पश्चात् "अधिनियम" कहा गया है) की धारा 9(3)(क)।
2. श्री टी. जे. ए. गनिगा	संशोधन के पूर्व स्कीम का खंड 3(क)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(क)
3. श्री बी. कोटेश्वर राव	संशोधन के पूर्व स्कीम का खंड 3(ग)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च)
4. श्रीमती पुष्पाविजयराव बोन्डे	संशोधन के पूर्व स्कीम का खण्ड 3(घ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ए)
5. श्री पी. राजगोपाल नायडु	संशोधन के पूर्व स्कीम का खंड 3(ङ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ए)
6. प्रो. राम पाल कौशिक	संशोधन के पूर्व स्कीम का खण्ड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ए)
7. श्री राजकुमार नागरथ	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ए)
8. श्री प्रीति पात सिंह	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ए)
9. श्री के. के. चौधरी	संशोधन के पूर्व स्कीम का खण्ड 3(छ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ग)
10. श्री एम. के. जे. श्रीवास्तव	संशोधन के पूर्व स्कीम का खंड 3(ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ख)

[गं. एफ. 4/1/94-बी. ओ. 1(4)]  
के. के. मंगल, अवसर सचिव

New Delhi, the 3rd April, 1995

S.O 1075,—In pursuance of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India hereby directs that the persons mentioned in column 1 of the Table below appointed/nominated as Directors on the Board of Directors of Andhra Bank under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, as shown against their names in column 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to their respective office under the provisions of the Act and the Scheme as shown against their name column 3, for the unexpired term of their office or until further orders, as the case may be.

TABLE

1.	2	3
1. Shri G. Narayanan, Chairman & Managing Director	Clause 3(a) of the Nationalised Banks (Management and Miscellaneous Provision) Scheme, 1980 before its amendment by Notification No. 4/1/94—B.O.I.(2) dated 3rd April, 1995 (hereafter referred to as the pre-amended Scheme)	Section 9(3)(a) of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 (hereinafter referred to as 'the Act') read with Clause 3(1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980 as amended by Notification No. 4/1/94—B.O.I. (2) dated 3rd April, 1995 (hereinafter referred to as the amended Scheme').
2. Shri T. A. Ganiga, Executive Director	Clause 3(a) of the pre-amended Scheme.	Section 9(3)(a) of the Act read with Clause 3(1) of the amended Scheme.
3. Shri V. Koteswara Rao	Clause 3(c) of the pre-amended Scheme.	Section 9(3)(f) of the Act read with Clause 3(1) of the amended Scheme.
4. Smt. Pushpa Vijayrao Bonde	Clause 3(d) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
5. Shri P. Rajagopal Naidu	Clause 3(e) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
6. Prof. Ram Pal Kaushik	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
7. Shri Rajkumar Nagrath	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
8. Shri Priti Pal Singh	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
9. Shri K.K. Chowdhury	Clause 3(g) of the pre-amended Scheme.	Section 9(3)(c) of the Act read with Clause 3(1) of the amended Scheme.
10. Shri S.K.J. Srivastava	Clause 3(h) of the pre-amended Scheme.	Section 9(3)(b) of the Act read with Clause 3(1) of the amended Scheme.

[No. F-4/1/94-B.O.I.(4)]

K.K. MANGAL, Under Secy.

नई दिल्ली, 3 अप्रैल, 1995

का. प्रा. 1076. --राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के अनुसरण में, केन्द्र सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, निदेश देती है कि नीचे दी गई तालिका के कॉलम 1 में वर्णित व्यक्ति, जिन्हें कॉलम 2 में उनके नामों के आगे दर्शाये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के प्रावधानों के अन्तर्गत बैंक आफ़ वडोदा के निदेश मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कॉलम 3 में उनके नाम के सामने दिये गये अनुसार अधिनियम और स्कीम के प्रावधानों के अन्तर्गत अपनी असमाप्त पदावधि के लिए या अगले आदेशों तक जैसी भी स्थिति हो, अपने-अपने सम्बद्ध पदों पर बने रहेंगे और नियुक्त/नामित समझे जायेंगे।

## सारणी

(1)	(2)	(3)
श्री के. कन्नन, अध्यक्ष एवं प्रबंध निदेशक बैंक आफ़ वडोदा	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ.आई (1) (जिसे इसके पश्चात् संशोधन में पूर्व "स्कीम" कहा गया है) द्वारा संशोधन से पूर्व राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 का खण्ड 3(क)।	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ.आई (1) (जिसे इसके पश्चात् "संशोधित स्कीम" कहा गया है) द्वारा संशोधित किये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3(1) के साथ पठित बैंककारी कम्पनी उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 (जिसे इसके पश्चात् "अधिनियम" कहा गया है) की धारा 9(3) (क)।
2. श्री के. के. नायर	संशोधन के पूर्व स्कीम का खंड 3(ग)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (च)
3. श्रीमती इन्दिरा मायाराम	संशोधन के पूर्व स्कीम का खंड 3(घ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ग)
4. श्री रवीन्द्र प्रसाद जोषी	संशोधन के पूर्व स्कीम का खंड 3(ङ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ग)
5. श्री अण्णाक अहमद बजीरी	संशोधन के पूर्व स्कीम का खंड 3(ड)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ग)
6. श्री बहुरा एक्का	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ग)
7. श्री रवि शंकर	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ग)
8. श्री श्रीनाथ चतुर्वेदी	संशोधन के पूर्व स्कीम का खंड 3(न)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ग)
9. श्री जगदीश कपूर	संशोधन के पूर्व स्कीम का खंड 3(छ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ग)
10. श्री के. श्रीनिवासन	संशोधन के पूर्व स्कीम का खंड 3(ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ख)

[ एफ. 4/1/94-बी.ओ.आई (5) ]

के. के. मंगल अवर सचिव

New Delhi, the 3rd April, 1995

S.O.1076.—In pursuance of sub-section (3) of section 9 of the Banking Companies (Requisition and Transfer of Undertakings) Act, 1970 read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India hereby directs that the persons mentioned in column 1 of the Table below appointed/nominated, as Directors on the Board of Directors of Bank of Baroda under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, as shown against their names in column 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to their respective office under the provisions of the Act and the Scheme as shown against their name in column 3, for the unexpired term of their office or until further orders, as the case may be.

TABLE

1	2	3
1. Shri K. Kannan, Chairman & Managing Director	Clause 3(a) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 before its amendment by Notification No. 4/1/94—B.O.I. (1) dated 3rd April, 1995 (hereafter referred to as the pre-amended Scheme).	Section 9(3) (a) of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 (hereinafter referred to as 'the Act') read with Clause 3(1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 as amended by Notification No. 4/1/94—B.O.I (1) dated 3rd April, 1995 (hereinafter referred to as 'the amended Scheme').
2. Shri K.K. Nair	Clause 3(c) of the pre-amended Scheme.	Section 9(3)(f) of the Act read with Clause 3(1) of the amended Scheme.
3. Smt. Indira Mayaram	Clause 3(d) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
4. Shri Rabindra Prasad Joshi	Clause 3(e) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
5. Shri Ashfaq Ahmed Waziri	Clause 3(e) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
6. Shri Bahura Ekka	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
7. Shri Ravi Shankar	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
8. Shri Srinath Chaturvedi	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
9. Shri Jagdish Capoor	Clause 3(g) of the pre-amended Scheme.	Section 9(3)(c) of the Act read with Clause 3(1) of the amended Scheme.
10. Shri K. Srinivasan	Clause 3(h) of the pre-amended Scheme.	Section 9(3)(b) of the Act read with Clause 3(1) of the amended Scheme.

[No. F—4/1/94—B.O.I. (5)]  
K.K. MANGAL, Under Secy.

नई दिल्ली, 3 अप्रैल, 1995

का.प्र. 1077 --राष्ट्रीय बैंक (प्रबंध और प्रकीर्ण सम्बन्ध) स्कीम, 1970 के खण्ड 3 के साथ पठित बैंकारी कम्पनी) उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के अनुसरण में, केन्द्र सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, निदेश देती है कि नीचे दी गई तालिका के कॉलम 1 में वर्णित व्यक्ति, जिन्हें कॉलम 2 में उनके नामों के आगे दर्शाए गये अनुसार राष्ट्रीय बैंक (प्रबंध और प्रकीर्ण सम्बन्ध) स्कीम, 1970 के प्रावधानों के अंतर्गत बैंक ऑफ इंडिया के निदेशन मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कॉलम 3 में उनके नाम के सामने दिये गये अनुसार अधिनियम और स्कीम के प्रावधानों के अंतर्गत अपनी अपमान पदावधि के लिए या अपने आदेशों तक, जैसी भी स्थिति हो, अपने अपने सम्बद्ध पदों पर बने रहेंगे और नियुक्त/नामित समझे जायेंगे

## सारणी

1	2	3
1. श्री जी० कर्कुरिया, अध्यक्ष एवं प्रबंध निदेशक	3 अप्रैल, 1990 की अधिसूचना सं० 4/1/94-बी.ओ. 1 (1) (जिसे इसके पश्चात् संशोधन से पूर्व स्कीम कहा गया है) द्वारा इसके संशोधन . पूर्व राष्ट्रीय बैंक (प्रबंध और प्रकीर्ण सम्बन्ध) स्कीम 1970 का खण्ड 3(क)	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ. 1(1) (जिसे इसके पश्चात् "संशोधित स्कीम" कहा गया है) द्वारा संशोधित किये गये अनुसार राष्ट्रीय बैंक प्रबंध और प्रकीर्ण सम्बन्ध) स्कीम 1970 के खण्ड 3(1) के साथ पठित बैंकारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 (जिसे इसके पश्चात् "अधिनियम" कहा गया है) की धारा 9(3)(क)
2. श्री टी. पी. करुणानन्दन, कार्यपालक निदेशक	संशोधन के पूर्व स्कीम का खण्ड 3(क)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(क)
3. श्री एम० एन० नाला	संशोधन के पूर्व स्कीम का खंड 3(ग)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ग)
4. श्री बालि राम राय	संशोधन के पूर्व स्कीम का खंड 3(घ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(घ)
5. श्री मोहन लाल पासी	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च) और 9(3ए)
6. श्री स्वतंत्र सिंह कोठारी	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च) और 9(3ए)
7. श्री गिरीश रामानुजह शास्त्री	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च) और 9(2ए)
8. श्रीमती मोनिका दाम	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च) और 9(3ए)
9. श्री डी०एस. आर० सिन्धुदु	संशोधन के पूर्व स्कीम का खंड 3(छ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ग)
10. श्री एम. एन० प्रसाद	संशोधन के पूर्व स्कीम का खंड 3(ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ख)

[सं० एफ-4/1/94-बी०ओ. 1(6)]  
के० के० मंगल, अवर सचिव

New Delhi, 3rd April, 1995

S.O. 1977:—In pursuance of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 the Central Government, after consultation with Reserve Bank of India hereby directs that the persons mentioned in column 1 of the Table below appointed/nominated as Directors on the Board of Directors of Bank of India under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, as shown against their names in column 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to their respective office under the provisions of the Act and the Scheme as shown against their name in column 3, for the unexpired term of their office or until further orders, as the case may be.

TABLE

1	2	3
1. Shri G. Kathuria, Chairman & Managing Director	Clause 3(a) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970 before its amendment by Notification No. 4/1/94-B.O.I.(1) dated 3rd April, 1995 (hereafter referred to as 'the preamended Scheme').	Section 9(3) (a) of the Banking Companies (Acquisition and Transfer of Under- takings) Act, 1970 (hereinafter referred to as 'the Act') read with Clause 3(1) of the Nationalised Banks (Manage- ment and Miscellaneous Provisions) Scheme, 1970 as amended by Notification No. 4/1/94-B.O.I.(1) dated 3rd April, 1995 (hereinafter referred to as 'the amended Scheme').
2. Shri T.P. Karunanandan, Executive Director	Clause 3(a) of the preamended Scheme.	Section 9(3) (a) of the Act read with Clause 3(1) of the amended Scheme
3. Shri M.L. Gala	Clause 3(c) of the preamended Scheme.	Section 9(3)(f) of the Act read with Clause 3(1) of the amended Scheme.
4. Shri Bali Rami Rai	Clause 3(d) of the preamended Scheme.	Section 9(3) (h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
5. Shri Sohan Lal Passey	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
6. Shri Swatantra Singh Kothari	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
7. Shri Girish Ramanugrah Shastri	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
8. Smt. Monika Das	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
9. Shri D.S.R. Simhudu	Clause 3(g) of the preamended Scheme.	Section 9(3)(c) of the Act read with Clause 3(1) of the amended Scheme.
10. Shri M.N. Prasad	Clause 3(h) of the preamended Scheme.	Section 9(3)(b) of the Act and read with Clause 3(1) of the amended Scheme.

[No. F. 4/1/94-B.O.I.(6)]

K.K. MANGAL, Under Secy.

नई दिल्ली, 3 अप्रैल, 1995

का.प्रा. 1078.—राष्ट्रीयकृत बैंक प्रबंध और प्रकीर्ण उपबंध स्कीम, 1970 के खण्ड 83 के साथ पठित बैंककारी कम्पनी (उपक्रमों) का अर्जन और अंतरण अधिनियम, 1970 की धारा की उप-धारा (3) के अनुसरण में, केन्द्र सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा निदेश देती है कि नीचे दी गई तालिका के कॉलम 1 में दणित व्यक्ति, जिन्हें कॉलम 2 में उनके नामों के आगे दर्शाये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध स्कीम, 1970 के प्रावधानों के अन्तर्गत बैंक आफ महाराष्ट्र के निदेशक मंडल में निदेश के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कॉलम 3 में उनके नाम के सामने दिये गये अनुसार अधिनियम और स्कीम के प्रावधानों के अन्तर्गत अपनी असमाप्त पदावधि के लिए या अगले आवेशों तक, जैसी भी स्थिति हो, अपने-अपने सम्बद्ध पदों पर बने रहेंगे और नियुक्त/नामित समझे आधेगे।

सारणी

(1)	(2)	(3)
1. श्री पी० बी० कुलकर्णी, अध्यक्ष एवं प्रबंध निदेशक	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ. 1(1) जिसे इसके पश्चात् संशोधन के पूर्व "स्कीम" कहा गया है (द्वारा संशोधन में पूर्व राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 का खण्ड 3(क)	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी. ओ. 1(1) (जिसे इसके पश्चात् "संशोधित स्कीम" कहा गया है) द्वारा संशोधित किये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3(1) के साथ पठित बैंककारी कम्पनी उपक्रमों का अर्जन और अंतरण (अधिनियम, 1970 जिसे इसके पश्चात् "अधिनियम" कहा गया है) की धारा 9(3) (क)।
2. श्री आर. एस. नारकर	संशोधन के पूर्व स्कीम का खण्ड 3(ख)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3) (क)
3. श्रीमती विनीता गोस्वामी	संशोधन के पूर्व स्कीम का खण्ड 3(घ)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)
4. श्रीमती मुकुल झा	संशोधन के पूर्व स्कीम का खण्ड 3(ङ)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)
5. श्री राजकुमार नन्दलाल धृत	संशोधन के पूर्व स्कीम का खण्ड 3(च)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)
6. श्री निर्मल बोध	संशोधन के पूर्व स्कीम का खण्ड 3(च)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)
7. श्री मदन वर्मा	संशोधन के पूर्व स्कीम का खण्ड 3(च)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)
8. श्रीमती श्यामला गोपीनाथ	संशोधन के पूर्व स्कीम का खण्ड 3(छ)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ग)
9. श्रीमती रानी ए० आधव	संशोधन के पूर्व स्कीम का खण्ड 3(ज)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ख)

[सं. एफ. 4/1/94-बी.ओ. 1(7)]

के० के० मंगल, अवर सचिव

New Delhi, the 3rd April, 1995

S.O. 1078 :—In pursuance of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings Act, 1970), read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India hereby directs that the persons mentioned in column 1 of the Table below appointed/nominated as Directors on the Board of Directors of Bank of Maharashtra under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, as shown against their names in column 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to their respective office under the provision of the Act and the Scheme as shown against their name in column 3, for the unexpired term of their office or until further orders, as the case may be.

TABLE

1	2	3
1. Shri P.B. Kulkarni, Chairman & Managing Director.	Clause 3(a) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 before its amendment by Notification No. 4/1/ 94-B.O.I. (1) dated 3rd April, 1995 (hereafter referred to as 'the pre- amended Scheme').	Section 9(3)(a) of the Banking Companies (Acquisition and Transfer of Under- takings) Act, 1970 (hereinafter referred to as 'the Act') read with Clause 3(1) of the Nationalised Banks (Manage- ment and Miscellaneous Provisions) Scheme, 1970 as amended by Notifica- tion No. 4/1/94-B.O.I.(1) dated 3rd April, 1995 (hereinafter referred to as 'the amended Scheme').
2. Shri R.S. Narkar	Clause 3(b) of the preamended Scheme.	Section 9(3)(e) of the Act read with Clause 3(1) of the amended Scheme.
3. Smt. Vinita Goswami	Clause 3(d) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
4. Smt. Mukul Jha	Clause 3(e) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
5. Shri Rajkumar Nandlal Dhoot	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended scheme.
6. Shri Nirmal Ghosh	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
7. Shri Madan Verma	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the Amended Scheme.
8. Smt. Shyamala Gopinath	Clause 3(g) of the preamended Scheme.	Section 9(3)(c) of the Act read with Clause 3(1) of the amended Scheme.
9. Smt. Rani A. Jadhav	Clause 3(h) of the preamended Scheme.	Section 9(3)(b) of the Act read with Clause 3(1) of the amended Scheme.

[No. F. 4/1/94-B.O.I.(7)]

K.K. MANGAL, Under Secy



नई दिल्ली, 3 अप्रैल, 1995

का.आ. 1079.—राष्ट्रीयकृत बैंक प्रबंध और प्रकीर्ण उपबंध स्कीम, 1970 के खण्ड 3 के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के अनुसरण में, केन्द्र सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा, निदेश देती है कि नीचे दी गई तालिका के कॉलम 1 में वर्णित व्यक्ति, जिन्हें कॉलम 2 में उनके नामों के आगे दर्शाये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के प्रावधानों के अन्तर्गत केनरा बैंक के निदेशक मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कॉलम 3 में उनके नाम के सामने दिये गये अनुसार अधिनियम और स्कीम के प्रावधानों के अन्तर्गत अपनी असमाप्त पदावधि के लिए या भगवे आदेशों तक, जैसी भी स्थिति हो, अपने-अपने सम्बद्ध पदों पर बने रहेंगे और नियुक्त/नामित समझे जाएंगे।

## सारणी

1	2	3
1 श्री जे०वी० शेटी, अध्यक्ष एवं प्रबंध निदेशक, केनरा बैंक	3 अप्रैल, 1995 की अधिसूचना सं० 4/1/94- बी०ओ. 1(1) (जिसे इसके पश्चात् संशोधन से पूर्व स्कीम कहा गया है) द्वारा संशोधन से पूर्व राष्ट्रीयकृत बैंक प्रबंध और प्रकीर्ण उपबंध स्कीम, 1970 का खण्ड 3(क)	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94 बी०ओ. 1(1) (जिसे इसके पश्चात् "संशो- धित स्कीम" कहा गया है) द्वारा संशोधित किये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3(1) के साथ पठित बैंककारी कम्पनी उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 (जिसे इसके पश्चात् "अधिनियम" कहा गया है) की धारा 9 (3) (क)।
2. श्री एम. एकनाथ पर्व	संशोधन के पूर्व स्कीम का खण्ड 3(ख)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ड)
3. श्री एम० सुधाकर शेटी	संशोधन के पूर्व स्कीम का खण्ड 3(ग)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 2(3)(च)
4. श्री उमेश चन्द्र	संशोधन के पूर्व स्कीम का खण्ड 3(च)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ए)
5. श्रीमती शशुफता खान	संशोधन के पूर्व स्कीम का खण्ड 3(ज)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ए)
6. श्री खिज़ार अहमद	संशोधन के पूर्व स्कीम का खण्ड 3(छ)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ग)
क. श्री ए० के० जैन	संशोधन के पूर्व स्कीम का खण्ड 3(ज)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ख)

[सं० एफ० 4/1/94-बी०ओ० 1(8)]

के० के० संगल, अवर सचिव

New Delhi, the 3rd April, 1995

S.O. 1079:—In pursuance of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India hereby directs that the persons mentioned in column 1 of the Table below appointed/nominated as Directors on the Board of Directors of Canara Bank under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, as shown against their names in column 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to their respective office under the provisions of the Act and the Scheme as shown against their name in column 3, for the unexpired term of their office or until further orders, as the case may be.

TABLE

1	2	3
1. Shri J.V. Shetty, Chairman & Managing Director	Clause 3(a) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 before its amendment by Notification No. 4/1/94-B.O.I.(1) dated 3rd April, 1995 (hereafter referred to as 'the pre-amended Scheme').	Section 9(3)(a) of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 (hereinafter referred to as 'the Act') read with Clause 3(1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 as amended by Notification No. 4/1/04-B.O.I. (1) dated 3rd April, 1995 (hereinafter referred to as 'the amended Scheme').
2. Shri. M. Eknath Pai	Clause 3(b) of the preamended Scheme.	Section 9 (3)(e) of the Act read with Clause 3(1) of the amended Scheme.
3. Shri S. Sudhakar Shetty	Clause 3(c) of the preamended Scheme.	Section 9(3) (f) of the Act read with Clause 3(1) of the amended Scheme.
4. Shri Umesh Chandra	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
5. Smt. Shagufta Khan	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the Amended Scheme.
6. Shri Khizer Ahmed	Clause 3(g) of the preamended Scheme.	Section 9(3)(c) of the Act read with Clause 3(1) of the amended Scheme.
7. Shri A.K. Jain	Clause 3(h) of the preamended Scheme.	Section 9(3)(b) of the Act read with Clause 3(1) of the amended Scheme.

[No. F.4/1/94—B.O.I.(8)]

K.K. MANGAL, Under Secy.

नई दिल्ली, 3 अप्रैल, 1994

हा.प्रौ. 1090 -राष्ट्रीय बैंक (प्रबंध और प्रकीर्ण उपबंध) कानून, 1970 के खण्ड 3 के साथ पठित बैंककारी कानून (उपक्रमों का अर्जन और अंतरण), अधिनियम, 1970 की धारा 9 की उप-धारा (3) के अनुसरण में केन्द्र सरकार, भारतीय रिजर्व बैंक में परामर्श करने के पश्चात्, एतद्वारा, निदेश देता है कि नीचे की सूची नामिका के कालम 1 में वर्णित व्यक्ति, जिन्हें कानून 2 में उनके नामों के आगे दर्शाये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के प्रावधानों के अन्तर्गत बैंक आफ इंडिया के निदेशक मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इससे अधिक सूचना की तारीख के कालम 3 में उनके नाम के सामने दिये गये अनुसार अधिनियम और स्कीम के प्रावधानों के अन्तर्गत अपनी प्रसभापन पदावधि के लिए या अपने आदेशों तक, जैसी भी स्थिति हो, अपने-अपने सम्बद्ध पदों पर दले रहेंगे और नियुक्ति/नामित समझे जाएंगे।

## सारणी

(1)	(2)	(3)
श्री एन. दोरेस्वामी, अध्यक्ष एवं प्रबंध निदेशक सेंट्रल बैंक आफ इंडिया	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94- बी.ओ. 1(1) (जिसे इसके पश्चात् संशोधन में पूर्व स्कीम कहा गया है) द्वारा संशोधन में पूर्व राष्ट्रीयकृत बैंक) प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 का खण्ड 3(क)	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94- बी.ओ. 1(1) (जिसे इसके पश्चात् संशोधित स्कीम" कहा गया है) द्वारा संशोधित किये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के खण्ड 3(1) के साथ पठित बैंककारी कानून उपक्रमों का (अर्जन और अंतरण) अधिनियम, 1970 (जिसे इसके पश्चात् "अधिनियम" कहा गया है) की धारा 9(3)(क)
2. श्री के.सो. चौधरी कार्यपालक निदेशक	संशोधन के पूर्व स्कीम का खंड 3(क)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3)(क)
3. श्री श्रीनाथ मिह	संशोधन के पूर्व स्कीम का खंड 3(ख)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ख)
4. श्री राम लाल टाकुर	संशोधन के पूर्व स्कीम का खंड 3(क)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ख) और 9(3ग)
5. डा. भूपेन्द्र चन्द्र जैन	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ग)
6. श्री टी.टी. वामन	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ग)
7. श्री ए.जी. तालानी	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ग)
8. श्री ए. चन्द्रमौलीस्वरत	संशोधन के पूर्व स्कीम का खंड 3(छ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ग)
9. श्री गजेन्द्र हाल्दिया	संशोधन के पूर्व स्कीम का खंड 3(ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ग)

[सं. एफ. 4/1/94-बी.ओ-1(9)]

के.के. मंगल अवर सचिव

New Delhi, the 3rd April, 1995

S.O. 1080.—In pursuance of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India hereby directs that the persons mentioned in column 1 of the Table below appointed/nominated as Directors on the Board of Directors of Central Bank of India under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, as shown against their names in column 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to their respective office under the provisions of the Act and the Scheme as shown against their names in column 3, for the unexpired term of their office or until further orders, as the case may be.

TABLE

1	2	3
1. Shri S. Doreswamy, Chairman & Managing Director	Clause 3(a) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 before its amendment by Notification No. 4/1/94-B.O.I.(1) dated 3rd April, 1995 (hereafter referred to as 'the pre-amended Scheme').	Section 9(3) (a) of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 (hereinafter referred to as 'the Act') read with Clause 3 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 as amended by Notification No. 4/1/94 B.O.I. (1) dated 3rd April, 1995 (herein after referred to as 'the amended Scheme')
2. Shri K.C. Chowdhary, Executive Director	Clause 3(a) of the preamended Scheme.	Section 9(3) (a) of the Act read with Clause 3(1) of the amended Scheme.
3. Shri Sreenath Singh	Clause 3(b) of the preamended Scheme.	Section 9(3)(e) of the Act read with Clause 3(1) of the amended Scheme.
4. Shri Ram Lal Thakur	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
5. Dr. Bhupendra Chandra Jain	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
6. Shri T.T. Vasu	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
7. Shri A.G. Lalani	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
8. Shri A. Chandramouliswaran	Clause 3(g) of the preamended Scheme.	Section 9(3)(c) of the Act read with Clause 3(1) of the amended Scheme.
9. Shri Gajendra Haldea	Clause 3(h) of the preamended Scheme	Section 9(3)(b) of the Act read with Clause 3(1) of the amended Scheme.

[No. F.4/1/94-B.O.I.(9)]

K.K. MANGAL, Under Secy.

नई दिल्ली, 3 अप्रैल, 1995

का.आ. 1081.—राष्ट्रीयकृत (बैंक प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3 के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1980 की धारा 9 की उप-धारा (3) के अनुसरण में, केन्द्र सरकार, भारतीय रिजर्व बैंक में परामर्श करने के पश्चात्, एतद्वारा, अनुदेश देती है कि नीचे दी गई तालिका के कॉलम 1 में वर्णित व्यक्ति, जिन्हें कॉलम 2 में उनके नामों के आगे दर्शाये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के प्रावधानों के अन्तर्गत कार्पोरेशन बैंक के निदेशक मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कॉलम 3 में उनके नाम के सामने दिये गये अनुसार अधिनियम और स्कीम के प्रावधानों के अन्तर्गत अपनी असमाप्त पदावधि के लिए या अगले आदेशों तक, जैसी भी स्थिति हो, अपने-अपने सम्बद्ध पदों पर बने रहेंगे और नियुक्त/नामित समझे जायेंगे।

1	2	3
1. श्री के.आर. राममूर्ति, अध्यक्ष एवं प्रबंध निदेशक	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ. (1) (2) (जिसे इसके पश्चात् 'संशोधन से पूर्व स्कीम' कहा गया है) द्वारा संशोधन से पूर्व राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 का खण्ड 3(क)	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ. 1(2) (जिसे इसके पश्चात् 'संशोधित स्कीम' कहा गया है) द्वारा संशोधित किये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3(1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण अधिनियम, 1980 (जिसे इसके पश्चात् 'अधिनियम' कहा गया है) की धारा 9(3) (क)
2. श्री के.आर. सिनाय कार्यपालक निदेशक	संशोधन के पूर्व स्कीम का खंड 3(क)	संशोधित स्कीम के खंड 3(1) के साथ अधिनियम की धारा 9(3) (क)
3. श्री एन. बालासुब्रमणियम	संशोधन के पूर्व स्कीम का खंड 3(ग)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ख)
4. श्री एस.टी. पद्मनाभ	संशोधन के पूर्व स्कीम का खंड 3(ड)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)
5. श्री वेंकटरमण शेटी	संशोधन के पूर्व स्कीम का खंड 3(ड)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)
6. श्री युगराज भदोरिया	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)
7. श्री प्रभाकर दामोदर दलाल	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)
8. कर्नल वारलेन्द्र सिंह	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)
9. श्री के. के. दत्ता	संशोधन के पूर्व स्कीम का खंड 3(छ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ग)
10. कृ. मोना शर्मा	संशोधन के पूर्व स्कीम का खंड 3 (ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9 (3) (ख)

[सं. एफ 4/1/94-बी.ओ. आई(10)]

के.के. मंगल, अवसर-सचिव

New Delhi, the 3rd April, 1995

S.O. 1081.—In pursuance of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India hereby directs that the persons mentioned in column 1 of the Table below appointed/nominated as Directors on the Board of Directors of Corporation Bank under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, as shown against their names in column 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to their respective office under the provisions of the Act and the Scheme as shown against their name in column 3, for the unexpired term of their office or until further orders, as the case may be.

TABLE

1	2	3
1. Shri K.R. Ramamoorthy, Chairman & Managing Director	Clause 3(a) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980 before its amendment by Notification No. 4/1/94-B.O.I. (2) dated 3rd April, 1995 (hereafter referred to as 'the pre-amended Scheme').	Section 9(3) (a) of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 (hereinafter referred to as 'the Act') read with Clause 3 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980 as amended by Notification No. 4/1/94-B.O.I. (2) dated 3rd April, 1995 (hereinafter referred to as 'the amended Scheme')
2. Shri K.R. Shenoy, Executive Director	Clause 3(a) of the preamended Scheme.	Section 9(3) (a) of the Act read with Clause 3(1) of the amended Scheme.
3. Shri N. Balasubramaniam	Clause 3(c) of the preamended Scheme.	Section 9(3)(f) of the Act read with Clause 3(1) of the amended Scheme.
4. Shri S.T. Padmanabha	Clause 3(e) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
5. Shri Venkataramana Setty	Clause 3(e) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
6. Shri Yugraj Bhadauria	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
7. Shri Prabhakar Damodar Dalal	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with clause 3(1) of the amended Scheme.
8. Col. Bartendra Singh	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3) of the Act read with Clause 3(1) of the amended Scheme.
9. Shri K.K. Dutta	Clause 3(g) of the preamended Scheme.	Section 9(3)(c) of the Act read with Clause 3(1) of the amended Scheme.
10. Km. Mona Sharma	Clause 3(h) of the preamended Scheme.	Section 9(3)(b) of the Act read with Clause 3(1) of the amended Scheme.

[F. No. 4/1/94-B.O.I.(10)]  
K.K. MANGAL, Under Secy.

नई दिल्ली, 3 अप्रैल, 1995

का.आ. 1082.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के अनुसरण में, केन्द्र सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा निर्देश देती है कि नीचे दी गई तालिका के कालम 1 में वर्णित व्यक्ति, जिन्हें कालम 2 में उनके नामों के आगे दर्शाये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के प्रावधानों के अन्तर्गत देना बैंक के निदेशक मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कालम 3 में उनके नाम के सामने दिये गये अनुसार अधिनियम और स्कीम के प्रावधानों के अन्तर्गत अपनी असमान्य पदावधि के लिये या अगले आदेशों तक, जैसी भी स्थिति हो, अपने-अपने सम्बद्ध पदों पर बने रहेंगे और नियुक्त-नामित समझे जायेंगे।

सारणी

1	2	3
श्री रमेश मिश्र, अध्यक्ष एवं प्रबंध निदेशक 3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ. 1(1) (जिसे इसके पश्चात् "संशोधन पूर्व स्कीम" कहा गया है) द्वारा संशोधित से पूर्व राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 का खण्ड 3(क)।		3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ. 1(1) (जिसे इसके पश्चात् "संशोधित स्कीम" कहा गया है) द्वारा संशोधित किये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के खण्ड 3(1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 (जिसे इसके पश्चात् "अधिनियम" कहा गया है) की धारा 9(3)(क)।
2. श्री दलबीर सिंह कार्यपालक निदेशक	संशोधन के पूर्व स्कीम का खंड 3(क)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(क)
3. श्री आर. जी. आचार्य	संशोधन के पूर्व स्कीम का खंड 3(ख)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ख)
4. श्री बी. टी. रामचन्द्र रेड्डी	संशोधन के पूर्व स्कीम का खंड 3(ग)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ग)
5. श्री दीपांकर षटर्जी	संशोधन के पूर्व स्कीम का खंड 3(घ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(घ) और 9(3ए)
6. श्री करण भाई एन. पटेल	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च) और 9(3ए)
7. श्री बी. जी. कालान्दी	संशोधन के पूर्व स्कीम का खंड 3(ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ए)
8. श्री बी. एस. एस. आचार्य	संशोधन के पूर्व स्कीम का खंड 3(छ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(छ)
9. श्री बी. गोविन्दराजन	संशोधन के पूर्व स्कीम का खंड 3(ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज)

[सं. एफ 4/1/94-बी.ओ. 1(11)]

के. के. मंगल, अवर सचिव

New Delhi, the 3rd April, 1995

S.O. 1082.—In pursuance of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India hereby directs that the persons mentioned in column 1 of the Table below appointed/nominated as Director on the Board of Directors of Dena Bank under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, as shown against their names in column 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to their respective office under the provisions of the Act and the Scheme as shown against their name in column 3, for the unexpired term of their office or until further orders, as the case may be.

TABLE

1	2	3
1. Shri Ramesh Mishra, Chairman & Managing Director	Clause 3(a) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 before its amendment by Notification No. 4/1/94-B.O.I.(1) dated 3rd April, 1995 (hereafter referred to as 'the preamended Scheme').	Section 9(3) (a) of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 (hereinafter referred to as 'the Act') read with Clause 3 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 as amended by Notification No. 4/1/94-B.O.I (1) dated 3rd April, 1995 (hereinafter referred to as 'the amended Scheme').
2. Shri Dalbir Singh, Executive Director	Clause 3(a) of the preamended Scheme.	Section 9(3) (a) of the Act read with Clause 3(1) of the amended Scheme.
3. Shri R.G. Acharya	Clause 3(b) of the preamended Scheme.	Section 9(3)(e) of the Act read with Clause 3(1) of the amended Scheme.
4. Shri B.T. Ramachandra Reddy	Clause 3(c) of the preamended Scheme.	Section 9(3)(f) of the Act read with Clause 3(1) of the amended Scheme.
5. Shri Dipankar Chatterji	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
6. Shri Karshan Bhai N. Patel	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
7. Shri V.G. Kalantri	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
8. Shri B. S.M. Acharya	Clause 3(g) of the preamended Scheme.	Section 9(3)(c) of the Act read with Clause 3(1) of the amended Scheme.
9. Shri V. Govindarajan	Clause 3(h) of the preamended Scheme.	Section 9(3)(b) of the Act read with Clause 3(1) of the amended Scheme.

[No. F. 4/1/94-B. O.I (11)]

K.K. MANGAL, Under Secy.



नई दिल्ली, 3 अप्रैल, 1995

का.आ. . . 1083.--राष्ट्रीयकृत बैंक प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के अन्तर्गण में, केन्द्र सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, निदेश देती है कि नीचे दी गई तालिका के कॉलम 1 में वर्णित व्यक्ति, जिन्हें कॉलम 2 में उनके नामों के आगे दर्शाये गये अनुसार राष्ट्रीयकृत बैंक प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के प्रावधानों के अन्तर्गत इंडियन बैंक के निदेशक मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कॉलम 3 में उनके नाम के सामने दिये गये अनुसार अधिनियम और स्कीम के प्रावधानों के अन्तर्गत अपनी असमाप्त पदावधि के लिये या अगले आदेशों तक, जैसी भी स्थिति हो, अपने-अपने सम्बद्ध पदों पर बने रहेंगे और नियुक्त/नामित समझे जायेंगे।

सारणी

(1)	(2)	(3)
श्री एम. गोपालकृष्णन, अध्यक्ष एवं प्रबंध निदेशक,	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ. 1(1) (जिसे इसके पश्चात् "संशोधन से पूर्व स्कीम" कहा गया है) द्वारा संशोधन से पूर्व राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 का खण्ड 3(क)।	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ. 1(1) (जिसे इसके पश्चात् "संशोधित स्कीम" कहा गया है) द्वारा संशोधित किये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के खण्ड 3(1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 (जिसे इसके पश्चात् "अधिनियम" कहा गया है) की धारा 9(3)(क)।
2. श्री दिनेश नायक, कार्यपालक निदेशक	संशोधन के पूर्व स्कीम का खंड 3(क)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(क)
3. श्री राजेन्द्र कुमार गुलाटी	संशोधन के पूर्व स्कीम का खंड 3(ख)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ख)
4. श्री अनिल कुमार जाना	संशोधन के पूर्व स्कीम का खंड 3(ग)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ग)
5. श्री शुभकरण लुहास्क	संशोधन के पूर्व स्कीम का खंड 3(ङ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ङ) और 9(3ए)
6. श्री पी. एल. सुब्बैया	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च) और 9(3ए)
7. श्री करुणाकांत दत्त	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च) और 9(3ए)
8. श्री संजीव कपूर	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च) और 9(3ए)
9. श्री एम. ए. हुसैन	संशोधन के पूर्व स्कीम का खंड 3(छ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(छ)
10. श्री सुधीर भागवत	संशोधन के पूर्व स्कीम का खंड 3(ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज)

[सं. एफ. 4/1/94-बी.ओ. 1(12)]

के. के. मंगल, अवसर सचिव

New Delhi, the 3rd April, 1995

S.O....1083:—In pursuance of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India hereby directed that the persons mentioned in column 1 of the Table below appointed/nominated as Directors on the Board of Directors of Indian Bank under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, as shown against their names in column 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to their respective office under the provisions of the Act and the Scheme as shown against their name in column 3, for the unexpired term of their office or until further orders, as the case may be.

TABLE

1	2	3
1. Shri M. Gopalakrishnan, Chairman & Managing Director	Clause 3(a) of the Nationalised Banks (Management and Miscellaneous Provisions) Schemes, 1970 before its amendment by Notification No. 4/1/94—B.O.I. (I) dated 3rd April, 1995 (hereinafter referred to as 'the pre-amended Scheme').	Section 9(3)(a) of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 (hereinafter referred to as 'the Act') read with Clause 3(1) of the Nationalised Banks (Management and Miscellaneous Provisions Scheme, 1970 as amended by Notification No. 4/1/94-B.O.I. (I) dated 3rd April, 1995 (hereinafter referred to as 'the amended Scheme').
2. Shri H. Dinesh Nayak, Executive Director	Clause 3(a) of the pre-amended Scheme.	Section 9(3)(a) of the Act read with Clause 3(1) of the amended Scheme.
3. Shri Rajindera Kumar Gulati	Clause 3(b) of the pre-amended Scheme.	Section 9(3)(e) of the Act read with Clause 3(1) of the amended Scheme.
4. Shri Anil Kumar Jana	Clause 3(c) of the pre-amended Scheme.	Section 9(3)(f) of the Act read with Clause 3(1) of the amended Scheme.
5. Shri Subhakaran Loharuka	Clause 3(e) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
6. Shri P.L. Subbiah	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
7. Shri Karuna Kant Dutt	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
8. Shri Sanjiv Kapoor	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
9. Shri S.A. Hussain	Clause 3(g) of the pre-amended Scheme.	Section 9(3)(c) of the Act read with Clause 3(1) of the amended Scheme.
10. Shri Sudhir Bhargava	Clause 3(h) of the pre-amended Scheme.	Section 9(3)(b) of the Act read with Clause 3(1) of the amended Scheme.

[No. F—4/1/94—B.O.I.(12)]

K.K. MANGAL, Under Secy.

नई दिल्ली, 3 अप्रैल, 1995

का. आ 1084.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के अनुसरण में, केन्द्र सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, निदेश देती है कि नीचे दी गई तालिका के कॉलम 1 में वर्णित व्यक्ति, जिन्हें कॉलम 2 में उनके नामों के आगे दण्डिते भये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के प्रावधानों के अन्तर्गत इंडियन ओवरसीज बैंक के निदेशक मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कॉलम 3 में उनके नाम के सामने दिये गये अनुसार अधिनियम और स्कीम के प्रावधानों के अन्तर्गत अपनी अस्मान्य पदावधि के लिये या अगले आदेशों तक, जैसी भी स्थिति हो, अपने-अपने सम्बद्ध पदों पर बने रहेंगे और नियुक्त/नामित समझे जाएंगे।

## सारणी

1	2	(3)
1. श्री के. मुन्नमणियन, कार्यपालक निदेशक	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94- बी.ओ. 1(1) (जिसे इसके पश्चात् संशोधन से पूर्व स्कीम कहा गया है) द्वारा संशोधन से पूर्व राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उप- बंध) स्कीम, 1970 का खण्ड 3(क)।	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/ 94-बी.ओ. 1(1) (जिसे इसके पश्चात् “संशोधित स्कीम” कहा गया है) द्वारा संशोधित किये गये अनुसार राष्ट्रीयकृत, बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के खण्ड 3(1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 जिसे इसके पश्चात् “अधिनियम” कहा गया है) की धारा 9(3)(क)
2. श्री भगेश उदयकांत बंकर	संशोधन के पूर्व स्कीम का खंड 3(ख)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ड)
3. श्री के. बी. आचार्य	संशोधन के पूर्व स्कीम का खंड 3(ग)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च)
4. श्री बी. ए. वेणुगोपाल	संशोधन के पूर्व स्कीम का खंड 3(ङ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ए)
5. डा. कु. एस. विजयालक्ष्मी	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ए)
6. श्री सी.बी. मौली	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ए)
7. डा. इफ्तेखार अहमद खान	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ए)
8. श्री पी. आर. अनंतरामन	संशोधन के पूर्व स्कीम का खंड 3(छ)	संशोधित स्कीम के खंड 3(1) के साथ अधिनियम की धारा 9(3)(ग)
9. श्री डी. आर. एस. चौधरी	संशोधन के पूर्व स्कीम का खंड 3(ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ख)

[सं. एफ. 4/1/94-बी.ओ. 1(13)]

के. के. भंगल, अवर सचिव

New Delhi, the 3rd Apr

S.O. 1084 : In pursuance of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India hereby directs that the persons mentioned in column 1 of the Table below appointed/nominated as Directors on the Board of Directors of Indian Overseas Bank under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, as shown against their names in column 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to their respective office under the provisions of the Act and the Scheme as shown against their name in column 3, for the unexpired term of their office or until further orders, as the case may be.

TABLE

1	2	3
1. Shri K. Subramanian Executive Director	Clause 3(a) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 before its amendment by Notification No. 4/1/94-B.O.I.(1) dated 3rd April, 1995 (hereafter referred to as 'the pre-amended Scheme').	Section 9(3) (a) of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 (hereinafter referred to as 'the Act') read with Clause 3(1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 as amended by Notification No. 4/1/94-B.O.I.(1) dated 3rd April, 1995 (hereinafter referred to as 'the amended Scheme').
2. Shri Bhadresh Udaykant Banker.	Clause 3(b) of the preamended Scheme	Section 9(3)(e) of the Act and read with Clause 3(1) of the amended scheme
3. Shri K.V. Acharya	Clause 3(c) of the preamended Scheme.	Section 9 (3)(f) of the Act read with Clause 3(1) of the amended Scheme.
4. Shri B.A. Venugopal	Clause 3(e) of the preamended Scheme.	Section 9(3) (h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
5. Dr. Miss S. Vijayalakshmi	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the Amended Scheme.
6. Shri C.B. Mouli	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
7. Dr. Iftekar Ahmed Khan	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
8. Shri P.R. Anantharaman	Clause 3(g) of the preamended Scheme.	Section 9(3)(c) of the Act read with Clause 3(1) of the amended Scheme.
9. Shri D.R.S. Choudhary	Clause 3(h) of the preamended Scheme.	Section 9(3)(b) of the Act read with Clause 3(1) of the Amended Scheme.

[No. F-4/1/94-B.O.I. (13)]

K.K. MANGAL, Under Secy.

नई दिल्ली, 3 अप्रैल, 1995

का.आ 1085 —राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबन्ध) स्कीम, 1980 के खण्ड 3 के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के अनुसरण में, केन्द्र सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा निदेश देती है कि नीचे दी गई तालिका के कॉलम 1 में वर्णित व्यक्ति, जिन्हें कॉलम 2 में उनके नामों के आगे धराये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबन्ध) स्कीम, 1980 के प्रावधानों के अन्तर्गत ओरियंटल बैंक ऑफ कामर्स के निदेशक मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कॉलम 3 में उनके नाम के सामने दिये अनुसार और स्कीम के प्रावधानों के अन्तर्गत अपनी असमाप्त पदावधि के लिए या अगले आदेशों तक, जैसी भी स्थिति हो, अपने-अपने सम्बद्ध पदों पर बने रहेंगे और नियुक्त/नामित समझे जायेंगे।

## सारणी

1	2	3	4
1. श्री एन. के. सोनी, अध्यक्ष और प्रबन्ध निदेशक	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94- बी.ओ. 1(2) (जिसे इसके पश्चात् संशोधन पूर्व स्कीम" कहा गया है) द्वारा संशोधन में पूर्व राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उप- बंध) स्कीम 1980 का खण्ड 3(क)	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/ 94-बी.ओ. 1(2) (जिसे इसके पश्चात् "संशोधित स्कीम" कहा गया है) द्वारा संशोधित किये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3(1) के साथ पठित बैंककारी कंपनी उपक्रमों का अर्जन और अंतरण) अधिनियम, 1980) (जिसे इसके पश्चात् "अधिनियम" कहा गया है) की धारा 9(3)(क) :	
2. श्री बी. एस. ठाकुर, कार्यपालक निदेशक	संशोधन के पूर्व स्कीम का खंड 3(क)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(क)	
3. श्री एस. एम. बर्मन	संशोधन के पूर्व स्कीम का खंड 3(ख)	संशोधित स्कीम के खण्ड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ख)	
4. श्री यू. के. मुखर्जी	संशोधन के पूर्व स्कीम का खंड 3(ग)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ग)	
5. श्री आर. एल. दीवान	संशोधन के पूर्व स्कीम का खंड 3(ङ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ङ) और 9(3ए)	
6. श्री एच. आर. नोमानी	संशोधन के पूर्व स्कीम का खंड 3(ड)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ड) और 9(3ए)	
7. श्री बी. आर. कपूर	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च) और 9(3ए)	
8. श्री अशोक बिज	संशोधन के पूर्व स्कीम का खण्ड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च) और 9(3)(ए)	
9. प्रो. मधु गार्गव	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च) और 9(3ए)	
10. श्री जी. वेरोलिया	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च) और 9(3ए)	

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11.	श्री वाई. एस. पी. थोराट	संशोधन के पूर्व स्कीम का खंड 3(छ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ग)
12.	श्रीमती प्ररुण माखम	संशोधन के पूर्व स्कीम का खंड 3(ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ख)

[सं. एक. 4/194-बी. प्रो. 1(14)]  
के. के. मंगल, प्रवर सचिव

New Delhi, the 3rd April, 1995

S.O. 1085 :—In pursuance of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions), Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India hereby directs that the persons mentioned in column 1 of the Table below appointed/(nominated as Directors on the Board of Directors of Oriental Bank of Commerce under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, as shown against their names in column 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to their respective office under the provisions of the Act and the Scheme as shown against their name in column 3, for the unexpired term of their office or until further orders, as the case may be.

TABLE

1	2	3	4
1. Shri S.K. Soni, Chairman & Managing Director	Clause 3(a) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980 before its amendment by Notifications No. 4/194-B.O.I. (2) dated 3rd April, 1995 (hereafter referred to as 'the pre-amended Scheme').	Section 9(3) (a) of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 (hereinafter referred to as 'the Act') read with Clause 3(1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980 as amended by Notifications No. 4/194-B.O.I. (2) dated 3rd April, 1995 (hereafter referred to as 'the amended Scheme').	
2. Shri V.S. Thakur, Executive Director	Clause 3(a) of the preamended Scheme.	Section 9(3) (a) of the Act read with Clause 3(1) of the amended Scheme.	
3. Shri S.M. Burman	Clause 3(b) of the preamended Scheme.	Section 9(3)(e) of the Act read with Clause 3(1) of the amended Scheme.	
4. Shri U.K. Mukherjee	Clause 3(c) of the preamended Scheme.	Section 9(3)(f) of the Act read with Clause 3(1) of the amended Scheme.	
5. Shri R.L. Dewan	Clause 3(e) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.	
6. Shri H.R. Nomani	Clause 3(e) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.	
7. Shri B.R. Kapoor	Clause 3(f) of the preamended Scheme.	Section 9(3) (h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.	
8. Shri Ashok Vij	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.	

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9. Prof. Madhu Gargav	Clause 3(f) of the preamended Scheme.	Section 9(3)(b) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.	
10. Shri G. Deroliya	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.	
11. Shri Y.S.P. Thorat	Clause 3(g) of the preamended Scheme.	Section 9(3)(c) of the Act read with Clause 3(1) of the amended Scheme.	
12. Smt. Aruna Makhan	Clause 3(h) of the preamended Scheme.	Section 9(3)(b) of the Act read with Clause 3(1) of the amended Scheme.	

[No. F. 4/1/94-B.O.I.(14)]

K. K. MANGAL, Under Secy.

नई दिल्ली, 3 अप्रैल, 1995

का. आ 1086.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3 के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के अनुसरण में, केन्द्र सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, निदेश देती है कि नीचे दी गई तालिका के कॉलम 1 में वर्णित व्यक्ति, जिन्हें कॉलम 2 में उनके नामों के आगे दर्शाये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के प्रावधानों के अन्तर्गत पंजाब एण्ड सिंध बैंक के निदेशक मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कॉलम 3 में उनके नाम के सामने दिये गये अनुसार अधिनियम और स्कीम के प्रावधानों के अन्तर्गत अपनी असमाप्त अवधि के लिए या भगले आदेशों तक जैसी भी स्थिति हो, अपने-अपने सम्बद्ध पदों पर बने रहेंगे और नियुक्त/नामित समझे जायेंगे।

## सारणी

1	2	3	4
1. श्री के. एस. बैस अध्यक्ष और प्रबंध निदेशक	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ. 1(2) (जिसे इसके पश्चात् "संशोधन पूर्व स्कीम" कहा गया है) द्वारा संशोधन से पूर्व राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1980 का खण्ड 3(क)।	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ. 1(2) (जिसे इसके पश्चात् "संशोधित स्कीम" कहा गया है) द्वारा संशोधित किये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3(1) के साथ पठित बैंककारी कम्पनी उपक्रमों का अर्जन और (अंतरण) अधिनियम, 1980 (जिसे इसके पश्चात् "अधिनियम" कहा गया है) की धारा 9(3) (क)।	
2. श्री एस. एस. कोहली कार्यपालक निदेशक	संशोधन के पूर्व स्कीम का खंड 3(क)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (क)	
3. श्री गौतम सेनगुप्ता	संशोधन के पूर्व स्कीम का खंड 3(ख)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ख)	
4. श्रीमती संतोष चौधरी	संशोधन के पूर्व स्कीम का खंड 3(घ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)	

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5. श्री सी. ए. थोपडे	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)	
6. श्री आचार्य भगवान देव	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)	
7. श्री आर. रामानुजम	संशोधन के पूर्व स्कीम का खंड 3(छ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ग)	
8. श्री डी. स्वरूप	संशोधन के पूर्व स्कीम का खंड 3(ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ख)	

[सं. एफ. 4/1/94-बी.ओ.आई. (15)]

के. के. मंगल, अधर सचिव

New Delhi, the 3rd April, 1995

S.O. 1056.—In pursuance of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980 the Central Government, after consultation with the Reserve Bank of India hereby directs that the persons mentioned in column 1 of the table below appointed/nominated as Directors on the Board of Directors of Punjab & Sind Bank under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, as shown against their names in columns 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to their respective office under the provisions of the Act and the Scheme as shown against their name in column 3, for the unexpired term of their office or until further orders, as the case may be.

TABLE

1	2	3	4
1. Shri K.S. Bains, Chairman & Managing Director	Clause 3 (a) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980 before its amendment by Notification No. 4/1/94-B.O.I(2) dated 3rd April, 1995 (hereafter referred to as 'the pre-amended Scheme').	Section 9 (4) (a) of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 (hereinafter referred to as 'the Act') read with Clause 3(1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980 as amended by Notification No. 4/1/94-B.O.I.(2) dated 3rd April, 1995 (hereinafter referred to as 'the amended Scheme').	
2. Shri S.S. Kohli, Executive Director	Clause 3(a) of the pre-amended Scheme.	Section 9(3)(a) of the Act read with Clause 3(1) of the amended Scheme.	
3. Shri Gautam Sengupta	Clause 3(b) of the pre-amended Scheme.	Section 9(3)(e) of the Act read with Clause 3(1) of the amended Scheme.	
4. Smt. Santosh Chowdhary	Clause 3(d) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.	
5. Shri C.A. Thopbe	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.	
6. Shri Acharya Bhagwan Dev	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.	
7. Shri R. Ramanujam	Clause 3(g) of the pre-amended Scheme.	Section 9(3)(c) of the Act read with Clause 3(1) of the amended Scheme.	
8. Shri D. Swarup	Clause 3(h) of the pre-amended Scheme.	Section 9(3)(b) of the Act read with Clause 3(1) of the amended Scheme.	

[No. F-4/1/94—B.O.I. (15)]  
K.K. MANGAL, Under Secy.



नई दिल्ली, 3 अप्रैल, 1995

का.आ. 1087.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के अनुसरण में, केन्द्र सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा निदेश देती है कि नीचे दी गई तालिका के कॉलम 1 में वर्णित व्यक्ति, जिन्हें कॉलम 2 में उनके नामों के आगे वर्णित गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के प्रावधानों के अन्तर्गत पंजाब नेशनल बैंक के निदेशक मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कॉलम 3 में उनके नाम के सामने दिष्ट गये अनुसार अधिनियम और स्कीम के प्रावधानों के अन्तर्गत अपनी असमाप्त पदावधि के लिए या अगले आदेशों तक, जैसी भी स्थिति हो, अपने-अपने सम्बद्ध पदों पर बने रहेंगे और नियुक्त/नामित समझे जायेंगे।

सारणी

1	2	3
1. श्री रसीद जिलानी अध्यक्ष और प्रबंध निदेशक	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ.आई.(1) (जिसे इसके पश्चात् संशोधन पूर्व स्कीम" कहा गया है) द्वारा संशोधन से पूर्व राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 का खण्ड 3(क)	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ. आई.(1) (जिसे इसके पश्चात् "संशोधित स्कीम" कहा गया है) द्वारा संशोधित किये गये अनुसार राष्ट्रीय कृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के खण्ड 3(1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 (जिसे इसके पश्चात् "अधिनियम" कहा गया है) की धारा 9(3) (क)।
2. श्री के. आर. नागवान	संशोधन के पूर्व स्कीम का खंड 3(ख)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ड)।
3. श्री के. डी. खेड़ा	संशोधन के पूर्व स्कीम का खंड 3(ग)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (च)।
4. श्री सलामत उल्लाह	संशोधन के पूर्व स्कीम का खंड 3(घ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)।
5. श्री बरशाद हुसैन	संशोधन के पूर्व स्कीम का खंड 3(ड)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)।
6. श्री बी. एल. डोगरा	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)।
7. डा. सुरिन्दर पी. एस. प्रूथी	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)।
8. श्रीमती कृष्णा कौल	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)।
9. श्री एस. एम. तबी हुसैनी	संशोधन के पूर्व स्कीम का खंड 3(घ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ग) और 9(3ए)।
10. श्री एस. एम. मुखर्जी	संशोधन के पूर्व स्कीम का खंड 3(ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ख)।

[नं. एफ. 4/1/94-बी.ओ.आई.(16)]

के. के. संगल, अवर सचिव

New Delhi, the 3rd April, 1995

S.O. 1087.—In pursuance of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India hereby directs that the persons mentioned in column 1 of the Table below appointed/nominated as Directors on the Board of Directors of Punjab National Bank under the provisions of the Nationalised Bank (Management and Miscellaneous Provisions) Scheme, 1970, as shown against their names in column 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to their respective office under the provisions of the Act and the Scheme as shown against their name in column 3, for the unexpired term of their office or until further orders, as the case may be.

TABLE

1	2	3
1. Shri Rashid Jilani Chairman & Managing Director	Clause 3(a) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 before its amendment by Notification "No. 4/1/94-B.O.I.(1) dated 3rd April, 1995 Scheme. (hereafter referred to as 'the pre-amended Scheme')	Section 9(3) (a) of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 (hereinafter referred to as 'the Act') read with Clause 3 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 as amended by Notification No. 4/1/94-B.O.I.(1) dated 3rd April, 1995 (hereinafter referred to as 'the amended Scheme').
2. Shri K.R. Nagpal	Clause 3(b) of the pre-amended Scheme	Section 9(3)(e) of the Act read with Clause 3(1) of the amended Scheme.
3. Shri K. D. Khara	Clause 3(c) of the pre-amended Scheme.	Section 9(3)(f) of the Act read with Clause 3(1) of the amended Scheme.
4. Shri Salamat Ullah	Clause 3(d) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
5. Shri Irshad Hussain	Clause 3(e) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
6. Shri B.L. Dogra	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
7. Dr. Surinder P.S. Pruthi	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
8. Smt. Krishna Kaul	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
9. Shri S.M. Taqi Husaini	Clause 3(g) of the pre-amended Scheme.	Section 9(3)(c) of the Act read with Clause 3(1) of the amended Scheme.
10. Shri N.N. Mookerjee	Clause 3(h) of the pre-amended Scheme.	Section 9(3)(b) of the Act read with Clause 3(1) of the amended Scheme.

[No. F. 4/1/94-B.O.I.(16)]  
K. K. MANGAL, Under Secy.

नई दिल्ली, 3 अप्रैल, 1995

का.आ. 1088.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के साथ पठित बैंककारी कम्पनी (उपक्रमों का मर्जन और संतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के अनुसरण में, केन्द्र सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा, निदेश देती है कि नीचे दी गई तालिका के कॉलम 1 में वर्णित व्यक्ति, जिन्हें कॉलम 2 में उनके नामों के आगे दर्शाये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के प्रावधानों के अन्तर्गत सिंडीकेट बैंक के निदेशक मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कॉलम 3 में उनके नाम के सामने दिये गये अनुसार अधिनियम और स्कीम के प्रावधानों के अन्तर्गत अपनी असमाप्त पदावधि के लिये या प्रगले आवेशों तक, जैसी भी स्थिति हो, अपने-अपने सम्बद्ध पदों पर बने रहेंगे और नियुक्त/नामित समझे जायेंगे।

## सारणी

1	2	3
1. डा. एन. के. धिंगालया अध्यक्ष एवं प्रबंध निदेशक	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94- बी.प्रो.आई. (1) (जिसे इसके पश्चात् संशोधन पूर्व स्कीम" कहा गया है) द्वारा संशोधन से पूर्व राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उप- बंध) स्कीम 1970 का खण्ड 3(क).	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94 बी.प्रो.आई. (1) जिसे इसके पश्चात् "संशोधित स्कीम" कहा गया है) (द्वारा संशोधित किये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के खण्ड 3(1) के साथ पठित बैंककारी कम्पनी उपक्रमों का प्रजैन और प्रंतरण अधिनियम, 170 जिसे इसके पश्चात् "अधिनियम" कहा गया है) की धारा 9(3)(क)
2. श्री के. उमेश नायक	संशोधन के पूर्व स्कीम का खंड 3(ख)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ड)
3. श्री एच. आर. सिनाथ	संशोधन के पूर्व स्कीम का खंड 3(ग)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च)
4. सुश्री जया घरुणाचलम	संशोधन के पूर्व स्कीम का खंड 3(घ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ए)
5. श्री पीरजादा डब्ल्यू सफवी	संशोधन के पूर्व स्कीम का खंड 3(ङ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ए)
6. श्री प्रफुल्ल कुमार प्रधान	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ए)
7. श्री दिनेश मेहता	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9(3ए)
8. श्री पी. गोविन्द राजन	संशोधन के पूर्व स्कीम का खंड 3(छ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ग)
9. श्री एस. एन. कौल	संशोधन के पूर्व स्कीम का खंड 3(ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ख)

[सं. एक. 4/1/94-बी.प्रो.आई.(17)]

के. के. संगल, सचिव

New Delhi, 3rd April, 1995

S.O. 1088:— In pursuance of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India hereby directs that the person mentioned in column 1 of the Table below appointed/nominated as Directors on the Board of Directors of Syndicate Bank under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, as shown against their names in column 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to their respective office under the provisions of the Act and the Scheme as shown against their name in column 3, for the unexpired term of their office or until further orders, as the case may be.

TABLE

1	2	3
1. Dr. N.K. Thingalaya, Chairman & Managing Director	Clause 3 (a) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 before its amendment by Notification No. 4/1/94-B.O.I (1) dated 3rd April, 1995 (hereafter referred to as 'the pre-amended Scheme')	Section 9(3) (a) of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 (hereinafter referred to as 'the Act') read with Clause 3 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 as amended by Notification No. 4/1/94-B.O.I. (1) dated 3rd April, 1995 (hereinafter referred to as 'the amended Scheme')
2. Shri K. Umesh Nayak	Clause 3(b) of the pre-amended Scheme.	Section 9(3) (e) of the Act read with Clause 3(1) of the amended Scheme.
3. Shri H.R. Shenoy	Clause 3(c) of the pre-amended Scheme.	Section 9(3) (f) of the Act read with Clause 3(1) of the amended Scheme.
4. Ms. Jaya Arunachalam	Clause 3(d) of the pre-amended Scheme.	Section 9 (3) (h) and 9 3 A) of the Act read with Clause 3 (1) of the amended Scheme.
5. Shri Peerzada W. Safwi	Clause 3(e) of the pre-amended Scheme.	Section 9(3) (h) and 9 (3A) of the Act read with Clause 3(1) of the amended Scheme.
6. Shri Prafulla Kumar Pradhan	Clause 3(f) of the pre-amended Scheme.	Section 9(3) (h) and 9 (3A) of the Act read with Clause 3(1) of the amended Scheme.
7. Shri Dinesh Mehta	Clause 3(f) of the pre-amended Scheme.	Section 9(3) (h) and 9 (3A) of the Act read with Clause 3(1) of the amended Scheme.
8. Shri P. Govindarajan	Clause 3(g) of the pre-amended Scheme.	Section 9(3) (c) of the Act read with Clause 3(1) of the amended Scheme.
9. Shri S.N. Kaul	Clause 3(h) of the pre-amended Scheme.	Section 9(3) (b) of the Act read with Clause 3 (1) of the amended Scheme.

[No. F. 4/1/94/B.O.I. (17)]

K.K. Mangal Under Secy.

नई दिल्ली, 3 अप्रैल, 1995

का.आ. 1089.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण अधिनियम), 1970 की धारा 9 की उपधारा (3) के अनुसरण में, केन्द्र सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, निदेश देती है कि नीचे दी गई तालिका के कॉलम 1 में वर्णित व्यक्ति, जिन्हें कॉलम 2 में उनके नामों के साथ शर्तों के अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के प्रावधानों के अन्तर्गत यूको बैंक के निदेशक मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कॉलम 3 में उनके नाम के सामने दिये गये अनुसार अधिनियम और स्कीम के प्रावधानों के अन्तर्गत अपनी असमाप्त पदावधि के लिये दो अगले आदेशों तक, जैसी भी स्थिति हों, अपने-अपने सम्बद्ध पदों पर बने रहेंगे। और नियुक्त/नामित समझे जायेंगे।

1	2	3	5
1. श्री दीपक सुत्रा अध्यक्ष एवं प्रबंध निदेशक।	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ.-1 (1) (जिसे इसके पश्चात् "संशोधन पूर्व स्कीम" कहा गया है) द्वारा संशोधित पूर्व राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 का खंड 3 (क)	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ.-1 (1) (जिसे इसके पश्चात् "संशोधित स्कीम" कहा गया है) संशोधित किये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3(1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 (जिसे इसके पश्चात् "अधिनियम" कहा गया है) की धारा 9 (3) (क)	
2. श्री विश्वजीत चौधरी, कार्यपालक निदेशक	संशोधन के पूर्व स्कीम का खंड 3(क)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (क)	
3. श्री कृष्ण लाल	संशोधन के पूर्व स्कीम का खंड 3 (ख)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ख)	
4. श्री एस. राम चौधरी	संशोधन के पूर्व स्कीम का खंड 3 (ग)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ग)	
5. श्री मनोज जोशी	संशोधन के पूर्व स्कीम का खंड 3 (घ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (घ) और 9 (3 ए)	
6. श्रीमती सारा गुप्ता	संशोधन के पूर्व स्कीम का खंड 3 (ङ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ङ) और 9(3ए)	
7. श्री सुमान दत्ता	संशोधन के पूर्व स्कीम का खंड 3 (च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (च) और 9 (3ए)	
8. श्री मोहनजीत सिंह	संशोधन के पूर्व स्कीम का खंड 3 (ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ज) और 9(3ए)	
9. श्री आर.टी. रयामबाई	संशोधन के पूर्व स्कीम का खंड 3 (झ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (झ) और 9 (3ए)	
10. श्री बी.बी. देसाई	संशोधन के पूर्व स्कीम का खंड 3 (ञ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ञ) और 9 (3ए)	
11. श्री बी सुब्रह्मण्यम	संशोधन के पूर्व स्कीम का खंड 3 (ट)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ग)	
12. श्री बाई.पी. सेठी	संशोधन के पूर्व स्कीम का खंड 3 (ड)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ख)	

[सं. एफ-4/1/94-बी.ओ. 1 (18)]  
के.के. संगल, अवर सचिव,

New Delhi, the 3rd April, 1995

S.O.1089—In pursuance of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India hereby directs that the persons mentioned in column 1 of the Table below appointed/nominated as Directors on the Board of Directors of UCO Bank under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, as shown against their names in column 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to their respective office under the provisions of the Act and the Scheme as shown as against their name in column 3, for the unexpired term of their office or until further orders, as the case may be.

TABLE

(1)	(2)	(3)
1. Shri Dipak Rudra, Chairman & Managing-Director	Clause 3(a) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 before its amendment by Notifications No. 4/1/94-B.O.I.(1) dated 3rd April, 1995 (hereafter referred to as 'the preamended Scheme')	Section 9(3) a of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970 (hereinafter referred to as 'the Act') read with Clause 3 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 as amended by Notification No. 4/1/94-B.O.I.(1) dated 3rd April, 1995 (hereinafter referred to as the amended Scheme')
2. Shri Biswajit Chowdhury, Executive Director	Clause 3(a) of preamended Scheme.	Section 9(3) (a) of the Act read with Clause 3(1) of the amended Scheme.
3. Shri Krishan Lal	Clause 3(b) of the preamended Scheme.	Section 9(3) (e) of the Act read with Clause 3(f) of the amended Scheme.
4. Shri S. Roy Choudhury	Clause 3(c) of the preamended Scheme.	Section 9(3)(f) of the Act read with Clause 3(1) of the amended Scheme.
5. Shri Manoj Joshi	Clause 3(d) of the pre amended Scheme	Section 9(3) (h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
6. Smt. Tara Gupta	Clause 3(e) of the preamended Scheme	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
7. Shri Subhas Datta	Clause 3(f) of the preamended Scheme.	Section 9(3) (h) and 9(3A) of the Act read with Clause 3 (1) of the amended Scheme.
8. Shri Mohanjit Singh	Clause 3(f) of the preamended Scheme.	Section 9(3) (h) and 9(3A) of the Act read with Clause 3(f) of the amended Scheme.
9. Shri R.T. Rymbai	Clause 3(f) of the pre amended Scheme.	Section 9(3) (h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
10. Shri V.V. Desai	Clause 3(f) of the preamended Scheme.	Section 9(3) (h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
11. Shri V. Subrahmanyam	Clause 3(g) of the preamended Scheme.	Section 9(3)(c) of the Act read with Clause 3(1) of the amended Scheme.
12. Shri Y.P. Sethi	Clause 3(h) of the preamended Scheme.	Section 9(3) (b) of the Act read with Clause 3(1) of the amended Scheme.

[No. F-4/1/94-B.O.I. (18) ]  
K.K. MANGAL, Under. Secy.

नई दिल्ली, 3 अप्रैल, 1995

का.प्रा. 1090.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के अनुसरण में केन्द्र सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, निदेश देती है कि नीचे दी गयी तालिका के कॉलम 1 में वर्णित व्यक्ति जिन्हें कॉलम 2 में उनके नामों के आगे दर्शाये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के प्रावधानों.

के अन्तर्गत युनियन बैंक आफ इण्डिया के निदेशक मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कॉलम 3 में उनके नाम के सामने दिए गए अनुसार अधिनियम और स्कीम के प्रावधानों के अन्तर्गत अपनी अस्माप्त पदावधि के लिए या अगले आदेशों तक, जैसी भी स्थिति हो, अपने-अपने सम्बद्ध पदों पर बने रहेंगे और नियुक्त/नामित समझे जायेंगे।

1	2	3
1. श्री ए.टी. पत्नोर सेल्वम, अध्यक्ष और प्रबन्ध निदेशक	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/- 94-बी.ओ. I (1) जिसे इसके पश्चात् संशोधन पूर्व स्कीम" कहा गया है) द्वारा संशो- धन से पूर्व राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 का खंड 3 (क)	3 अप्रैल 1995 की अधिसूचना सं. 4/1/ 94-बी.ओ. -I (1) (जिसे इसके पश्चात् "संशोधित स्कीम" कहा गया है) द्वारा संशोधित किए गए अनुसार राष्ट्रीय कृत बैंक) (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 खंड 3(1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 (जिसे इसके पश्चात् "अधिनियम" कहा गया है) की धारा 9(3)(क)
2. श्री एस.ए. कामत, कार्यपालक निदेशक	संशोधन के पूर्व स्कीम का खंड 3 (क)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(क)
3. श्री जसवंत राय शांतिपाल कुमदर	संशोधन के पूर्व स्कीम का खंड 3 (ख)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ख)
4. श्री श्रीपाल मिश्री	संशोधन के पूर्व स्कीम का खंड 3 (ङ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ङ) और 9(3ए)
5. श्रीमती साना जम्मा	संशोधन के पूर्व स्कीम का खंड 3(ङ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ङ) और 9(3ए)
6. श्री एम. कल्याण सुंदरम	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च) और 9(3ए)
7. श्री विवेक मेहुरा	संशोधन के पूर्व स्कीम का खंड 3 (ख)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ख) और 9(3ए)
8. श्री जयम शर्मा	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च) और 9(3ए)
9. श्री डी.जी. पाटिल	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ अधिनियम की धारा 9(3) (च) और 9 (3ए)
10. श्री एस.के. गुप्ता	संशोधन के पूर्व स्कीम का खंड 3 (छ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ग)
11. सुश्री पी. बोलिना	संशोधन के पूर्व स्कीम का खंड 3(ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ख)

[सं. एफ. 4/1/94-बी.ओ. I(19)]

के.के. मंगल, अवर सचिव

New Delhi, the 3rd April, 1995

S.O.1090— In pursuance of Sub-Section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 the Central Government after consultation with the Reserve Bank of India hereby directs that the persons mentioned in column 1 of the Table below appointed/nominated as Directors on the Board of Directors of Union Bank of India under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions Scheme, 1970 as shown against their names in column 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to their respective office under the provisions of the Act and the Scheme as shown against their name in column 3, for the unexpired term of their office or until further orders as the case may be:—

TABLE

(1)	(2)	(3)
1. Shri A.T. Pannir Selvam, Chairman & Managing Director Director	Clause 3(a) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970 before its amendments by Notification No. 4/1/94 B.O.I.(1) dated 3rd April 1995 (hereafter referred to as 'the preamended Scheme').	Section 9(3) (a) of the Banking Companies (Acquisition and Transfer of Undertak- ings) Act, 1970 (hereinafter referred to to as 'the Act') read with Clause 3(1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 as amended by Notification No. 4/1/94-B.O.I. (1) dated 3rd April, 1995 (hereinafter referred to as 'the amended Scheme.')
2. Shri S.A. Kamath Executive Director	Clause 3(a) of the preamended Scheme.	Section 9(3) of the Act read with Clause 3(1) of the amended Scheme.
3. Shri Jaswant Rai Shantilal Kumdar	Clause 3(b) of the preamended Scheme.	Section (3) (c) of the Act read with Clause 3(1) of the amended Scheme.
4. Shri Shripal Singhi	Clause 3(c) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
5. Smt. Mallajammao	Clause 3(c) of the preamended Scheme	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended scheme.
6. Shri M. Kalyanasundram	Clause 3(f) of the preamended Scheme	Section 9(3) (h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
7. Shri Vivek Mehra	Clause 3(f) of the preamended Scheme	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
8. Shri Shalabh Sharma	Clause 3(f) of the preamended Scheme.	Section 9(3) (h) and 9(3A) of the Act read with clause 3(1) of the amended Scheme.
9. Shri D.G. Pavil	Clause 3(f) of the preamended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
10. Shri S.K. Gupta	Clause 3(g) of the preamended Scheme.	Section 9(3) (c) of the Act read with Clause 3(1) of the amended Scheme.
11. Miss. P. Bolina	Clause 3(h) of the preamended Scheme.	Section 9(3)(b) of the Act read with Clause 3(1) of the amended Scheme.

[No. F. 4/1/94-B. O.I.(19)]

K.K. MANGAL, Under Secy.



नई दिल्ली, 3 अप्रैल, 1995

का.आ. 1991:—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अन्तरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के अनुसरण में, केन्द्र सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, निदेश देती है कि नीचे दी गयी तालिका के कॉलम 1 में वर्णित व्यक्ति, जिन्हें कॉलम 2 में उनके नामों के आगे दर्शाये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के प्रावधानों के अन्तर्गत यूनाइटेड बैंक ऑफ इंडिया बैंक के निदेशक मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कॉलम 3 में उनके नाम के सामने दिये गये अनुसार अधिनियम और स्कीम के प्रावधानों के अन्तर्गत अपनी समाप्त पदावधि के लिये या अगले आदेशों तक, जैसी भी स्थिति हो, अपने-अपने सम्बद्ध पदों पर बने रहेंगे और नियुक्त/नामित समझे जाएंगे।

## अनुसूची

1	3	3
श्री आर.सी. कपूर अध्यक्ष और प्रबंध निदेशक	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94- बी.पो.-1 (1) (जिसे इसके पश्चात् "संशोधन पूर्व स्कीम" कहा गया है) द्वारा संशोधन से पूर्व राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 का खण्ड 3 (क)	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/ 94-बी.पो. 1 (1) (जिसे इसके पश्चात् "संशोधित स्कीम" कहा गया है) द्वारा संशोधित किये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3(1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अन्तरण) अधिनियम, 1970 (जिसे इसके पश्चात् "अधिनियम" कहा गया है) की धारा 9(3) (क)
2. श्री बरुण चटर्जी	संशोधन के पूर्व स्कीम का खंड 3 (ख)	संशोधित स्कीम के खंड 3 (1) के साथ पठित अधिनियम की धारा 9(3)(ड.)
3. श्री एस.के. मुखोपाध्याय	संशोधन के पूर्व स्कीम का खंड 3 (ग)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च)
4. श्री सी.पी. मेहरा	संशोधन के पूर्व स्कीम का खंड 3 (घ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ज) और 9 (3ए)
5. श्री जे. गोस्वामी	संशोधन के पूर्व स्कीम का खंड 3 (छ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ग)
6. श्री डी.सी. गुप्ता	संशोधन के पूर्व स्कीम का खंड 3 (ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(ख)

[सं. एफ.-4/1/94-बी.पो.-1 (20)]

के.के. मंगल, प्रभार सचिव

New Delhi, the 3rd April, 1995

S.O. 1091.—In pursuance of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India hereby directs that the persons mentioned in column 1 of the Table below appointed/nominated as Directors on the Board of Directors of United Bank of India under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, as shown against their names in column 2 shall, with effect from the date of this Notification continue and be deemed to have been appointed/nominated to their respective office under the provisions of the Act and the Scheme as shown against their name in column 3, or the unexpired term of their office or until further orders as the case may be.

TABLE

1	2	3
1 Shri R.C. Kapoor, Chairman & Managing Director	Clause 3(a) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 before its amendment by Notification No 4/1/94-B O I (1) dated 3rd April, 1995 (hereafter referred to as 'the pre-amended Scheme')	Section 9(3)(a) of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 (hereinafter referred to as 'the Act') read with Clause 3(1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 as amended by Notification No 4/1/94-B O I (1) dated 3rd April, 1995 (hereinafter referred to as 'the amended Scheme')
2 Shri Barun Chatterjee	Clause 3(b) of the pre-amended Scheme	Section 9(3)(e) of the Act read with Clause 3(1) of the amended Scheme
3 Shri S.K. Mukhopadhyay	Clause 3(c) of the pre-amended Scheme	Section 9(3)(f) of the Act read with Clause 3(1) of the amended Scheme
4 Shri C.P. Mehra	Clause 3(d) of the pre-amended Scheme	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme
5 Shri J. Goswami	Clause 3(g) of the pre-amended Scheme	Section 9(3)(c) of the Act read with Clause 3(1) of the amended Scheme
6 Shri D.C. Gupta	Clause 3(h) of the pre-amended Scheme	Section 9(3)(b) of the Act read with Clause 3(1) of the amended Scheme

[No. F. 4/1/94-B.O.I (20)]

K.K. MANGAL, Under Secy.

नई दिल्ली, 3 अप्रैल 1995

का.प्र. 1092 :—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3 के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के अनुसरण में, केन्द्र सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, निदेश देती है कि नीचे दी गई तालिका के कॉलम 1 में वर्णित व्यक्ति, जिन्हें कॉलम 2 में उनके नामों के आगे दर्शाये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के प्रावधानों के अन्तर्गत विजया बैंक के निदेशक मंडल में निदेशक के रूप में नियुक्त/नामित किया गया था, इस अधिसूचना की तारीख से कॉलम 3 में उनके नाम के सामने दिये गये अनुसार अधिनियम और स्कीम के प्रावधानों के अन्तर्गत अपनी असमाप्त अवधि के लिये या अगले आदेशों तक, जैसी भी स्थिति हो, अपने-अपने सम्बद्ध पदों पर बने रहेंगे और नियुक्त/नामित समझे जायेंगे।

## सारणी

1	2	3
1. श्री बी.बी. शेटी, अध्यक्ष और प्रबंध निदेशक।	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94/बी.ओ.-1 (2) (जिसे इसके पश्चात् "संशोधन पूर्व स्कीम" कहा गया है) द्वारा संशोधन से पूर्व राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1980 का खंड (क)	3 अप्रैल, 1995 की अधिसूचना सं. 4/1/94-बी.ओ.-1 (2) (जिसे इसके पश्चात् "संशोधित स्कीम" कहा गया है) द्वारा संशोधित किये गये अनुसार राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1980 के खंड 3(1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1980 (जिसे इसके पश्चात् "अधिनियम" कहा गया है) की धारा 9(3) (क)
2. श्री एस. राजगोपाल, कार्यपालक निदेशक	संशोधन के पूर्व स्कीम का खंड 3 (क)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (क)
3. श्री के.एम. शेटी	संशोधन के पूर्व स्कीम का खंड 3 (ख)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ख)
4. श्री टी. जगन्नाथ हेगड़े	संशोधन के पूर्व स्कीम का खंड 3 (ग)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ग)
5. श्रीमती चन्द्रप्रसा अर्स	संशोधन के पूर्व स्कीम का खंड 3 (घ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (घ) और 9(3ए)
6. श्री एम.जी. शशीधरन	संशोधन के पूर्व स्कीम का खंड 3 (ङ)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ङ) और 9 (3ए)
7. श्री बी. कमलाकर राव	संशोधन के पूर्व स्कीम का खंड 3 (च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (च) और 9(3ए)
8. श्री जगमोहन सिंह फोचर	संशोधन के पूर्व स्कीम का खंड 3(च)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3)(च) और 9(3ए)
9. श्री पी. के. विश्वास	संशोधन के पूर्व स्कीम का खंड 3 (छ)	संशोधित स्कीम के खंड 3(1) के साथ अधिनियम की धारा 9(3) (ग)
10. श्री पी. मोहन	संशोधन के पूर्व स्कीम का खंड 3 (ज)	संशोधित स्कीम के खंड 3(1) के साथ पठित अधिनियम की धारा 9(3) (ख)

[सं. एफ. 4/1/94 बीओ-1 (21)]

के.के. मंगल, अवतर सचिव

New Delhi, the 3rd April, 1995

S.O. 1092.—In pursuance of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 read with clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India hereby directs that the persons mentioned in column 1 of the Table below appointed/nominated as Directors on the Board of Directors of Vijaya Bank under the provisions of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, as shown against their names in column 2 shall, with effect from the date of this Notification, continue and be deemed to have been appointed/nominated to their respective office under the provisions of the Act and the Scheme as shown against their name in column 3, for the unexpired term of their office or until further orders, as the case may be

TABLE

1	2	3
1. Shri B.B. Shetty, Chairman & Managing Director	Clause 3(a) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980 before its amendment by Notification No 4/1/94-B.O.I (2) dated 3rd April, 1995 (hereafter referred to as 'the pre-amended Scheme')	Section 9(3) (a) of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 (hereinafter referred to as 'the Act') read with Clause 3(1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980 as amended by Notification No. 4/1/94-B.O.I.(2) dated 3rd April, 1995 (hereinafter referred to as 'the amended Scheme').
2. Shri S. Rajagopal, Executive Director	Clause 3(a) of the pre-amended Scheme.	Section 9(3)(a) of the Act read with Clause 3(1) of the amended Scheme.
3. Shri K.M. Shetty	Clause 3(b) of the pre-amended Scheme.	Section 9(3)(e) of the Act read with Clause 3(1) of the amended Scheme.
4. Shri T. Jagannath Hegde	Clause 3(c) of the pre-amended Scheme.	Section 9(3)(f) of the Act read with clause 3(1) of the amended Scheme.
5. Smt. Chandrababha Urs	Clause 3(d) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
6. Shri M.G. Sasidharan	Clause 3(e) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the Amended Scheme
7. Shri B. Kamalakara Rao	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3 (1) of the amended Scheme.
8. Shri Jagmohan Singh Kochhar.	Clause 3(f) of the pre-amended Scheme.	Section 9(3)(h) and 9(3A) of the Act read with Clause 3(1) of the amended Scheme.
9. Shri P.K. Biswas	Clause 3(g) of the pre-amended Scheme.	Section 9(3)(e) of the Act read with Clause 3(1) of the amended Scheme.
10. Ms. P. Moha	Clause 3(h) of the pre-amended Scheme.	Section 9(3)(b) of the Act read with Clause 3(1) of the amended Scheme.

[No. F.4/1/94-B.O.I.(21)]

K.K. MANGAL, Under Secy.

नई दिल्ली, 5 अप्रैल, 1995

का.आ. 1093.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्द्वारा निम्नलिखित व्यक्तियों को 5 अप्रैल, 1995 को आरंभ होने वाली तीन वर्षों की अवधि के लिए इलाहाबाद बैंक के बोर्ड में निदेशक के रूप में नामित करती है :—

- |   |  |
|---|--|
| 1. श्री विपाकर षटर्जी,<br>2/1 नजराली लेन, कलकत्ता-700 019   | बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम,<br>1970 की धारा 9 की उपधारा (3) के खण्ड (छ) के<br>अनुसरण में।                         |
| 2. श्री परितोष कुमार हालदार,<br>रामकृष्णपुर, सिटिल अण्डमान,<br>अण्डमान और निकोबार द्वीप समूह-744207 | बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम,<br>1970 की धारा 9 की उपधारा (3क) के साथ पठित<br>उपधारा (3) के खण्ड (ज) के अनुसरण में। |
| 3. प्रो० डा. शान्ता कुमार बिस्वास,<br>पी.-19, ओल्ड बालीगुनो रोड, कलकत्ता-700 019                    | —तदीय—   |
| 4. श्री जतिन्दर मोहन,<br>17, लाजपत नगर, आसंधर   | —तदीय—   |
| 5. डा. रामदास एम. पई,<br>गीतांजली मणिपाल-576119, कर्नाटक  | —तदीय—   |
| 6. कु. सईदा खातून,<br>53, माउथ एवेन्यू, नई दिल्ली।  | —तदीय—   |
| 7. श्रीमती नीखा कबर,<br>क्वाटर नं. 6, मिनिस्टर्स कालोनी,<br>दिसपुर, गुवाहाटी-781006।                | —तदीय—   |

2. राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खण्ड 9 के उपबंधों के अनुसार, केन्द्रीय सरकार एतद्द्वारा निदेश देती है कि उपर्युक्त पैरा 1 में उल्लिखित निदेशकों के नामांकन के परिणामस्वरूप, निम्नलिखित व्यक्ति तत्काल प्रभाव से इलाहाबाद बैंक के बोर्ड में निदेशक नहीं रहेंगे :—

1. श्रीमती सुमन लता
2. श्री ए. एन. जग्गी
3. श्री प्रदीप कुमार
4. श्री पी. एन. शाह
5. प्रो. मोहम्मद शबीर खान

[सं. 9/30/92-बी.ओ. I (i)]

के.के. मंगल, अवर सचिव

(Department of Economic Affairs)

New Delhi, the 5th April, 1995

S.O. 1093:—In exercise of the powers conferred by sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-clause (1) of Clause 3 of the Nationalised Bank (Management Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby nominates the following persons as Directors on the Board of Allahabad Bank for a period of three years commencing on 5th April, 1995.

- |  |  |
|--|--|
| (1) Shri Dipankar Chatterji<br>2/1, Nazarali Lane,<br>Calcutta-700 019.                                      | In pursuance of Clause (g) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.                            |
| (2) Shri Paritosh Kumar Haldar<br>Ramkrishnapur,<br>Little Andaman,<br>Andaman & Nicobar<br>Islands-744 207. | In pursuance of Clause (h) of Sub-section (3) read with Sub-section (3A) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. |
| (3) Prof. Dr. Sanat Kumar Biswas<br>P-19, Old Ball gunge Road,<br>Calcutta-700 019.                          | -do-   |
| (4) Shri Jatinder Mohan<br>17, Link Road, Lajpat Nagar,<br>Jalandhar (Punjab).                               | -do-   |
| (5) Dr. Ramdas M. Pai<br>"Gitanjali",<br>Manipal-576 119.  | -do-   |
| (6) Km. Sayeeda Khatoon<br>53, South Avenue,<br>New Delhi  | -do-   |
| (7) Smt. Neeva Konwar<br>Qr. No. 6, Ministers' Colony,<br>Dispur,<br>Guwahati-781 006.                       | -do-   |

2. In accordance with the provisions of Clause 9 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme 1970, the Central Government hereby directs that consequent to nomination of the Directors as mentioned in para 1 above, the following persons shall cease to be Directors on the Board of Allahabad Bank with immediate effect.

- (1) Smt. Suman Lata
- (2) Shri A.N. Jaggi
- (3) Shri Pradceep Kumar Sharma
- (4) Shri P.N. Shah
- (5) Prof. Mohd. Shabir Khan.

[F. No. 9/30/92-B.O.I. (i)]  
K.K. MANGAL, Under Secy.

नई दिल्ली, 5 अप्रैल, 1995

का.आ. 1094.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा निर्देश देती है कि श्री दिपांकर चटर्जी दिनांक 5 अप्रैल, 1995 से देना बैंक के निदेशक मण्डल में निदेशक के पद पर नहीं रहेंगे।

[एफ सं. 9/30/92-बी.ओ.-I (ii)]  
के.के. मंगल, अवर सचिव

New Delhi, the 5th April, 1995.

S.O. 1094 :—In exercise of the powers conferred by Clause 9 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government, hereby directs that Shri Dipankar Chatterjee shall cease to hold office of Director on the Board of Directors of Dena Bank with effect from 5th April, 1995.

[F. No. 9/30/92/B.O.I.-I-(ii)]

K.K. MANGAL, Under Secy.

नई दिल्ली, 4 अप्रैल, 1995

का.आ. 1095.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3 के उप-खंड (1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उप-धारा (3) द्वारा प्रवृत्त शक्तियों का करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा निम्नलिखित व्यक्तियों को 4 अप्रैल, 1995 को आरंभ होने वाली तीन वर्षों की अवधि के लिए आन्ध्रा प्रदेश बैंक के बोर्ड में निदेशक के रूप में नामित करती है :—

1. श्री गादी कृष्णा राव,  
प्लॉट सं. 119, पश्चिम मरेड पल्ली,  
सिकन्दराबाद-500026

बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम,  
1980 की धारा 9 की उप-धारा (3) के खण्ड (छ) के  
अनुसरण में।

2. श्री मल्लू भट्टी विक्रमार्क,  
सनाला लक्ष्मी पुरम ग्राम, वायरा मंडल

बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम 1980  
की धारा 9 की उप-धारा (3) के साथ पठित उपधारा  
(3) के खण्ड (ज) के अनुसरण में।

3. श्री अनिमेष विश्वास,  
5ए-लैन्सडाउन लेन, कलकत्ता-700026

—तदर्थ—

4. श्रीमती नीरू मेहता,  
“अश्रेय” लल्लू भाई पार्क,  
नवरंग पुरा, अहमदाबाद-380009

—तदर्थ—

5. श्री एम. के. रामचन्द्र,  
14/1, “प्रशांत”, बस टेम्पल रोड,  
बसावन गुडी, बंगलौर-560004

—तदर्थ—

6. श्री मो. असी खान,  
17-9-596, छावनी नाडे असी बेग,  
चेचलगुडा, हैदराबाद-500 023

—तदर्थ—

2. राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 9 के उपबंधों के अनुसार, केन्द्रीय सरकार एतद् द्वारा निदेश देती है कि उपर्युक्त पैरा 1 में उल्लिखित निदेशकों के नामांकन के परिणामस्वरूप, निम्नलिखित व्यक्ति तत्काल प्रभाव से आन्ध्रा बैंक के बोर्ड में निदेशक नहीं रहेंगे :

1. श्रीमती पुष्पा विजयराव बोण्डे
2. श्री जी. राजगोपाल नायडू
3. प्रो. राम पाल कौशिक
4. श्री राजकुमार नागरथ
5. श्री प्रीतपाल सिंह

[सं. 9/31-ए/92-बी ओ-1]]

के.के. मंगल, सचिव

New Delhi, the 4th April, 1995

S.O. 1095 : —In exercise of the powers conferred by sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby nominates the following persons as Directors on the Board of Andhra Bank for a period of three years commencing on 4th April, 1995:—

- |   |  |
|---|--|
| (1) Shri Gady Krishna Rao<br>Plot No. 119,<br>West Marredpally,<br>Secunderabad-500 026.                            | In pursuance of Clause (g) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980.                            |
| (2) Shri Mallu Bhatti Vikramarka<br>Sanala Lakshmi Puram Viliage,<br>Wyra Mandal,<br>Khammam Dist.,<br>PIN-507 165. | In pursuance of Clause (h) of Sub-section (3) read with Sub-section (3A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980. |
| (3) Shri Animesh Biswas<br>5-A, Lansdown Lane,<br>Calcutta-700 026.   | -do-   |
| (4) Smt. Neeru Mehta<br>'Ashreya',<br>Lallubhai Park,<br>Navrangpura,<br>Ahmedabad-380 009.                         | -do-   |
| (5) Shri M.K. Ramachandra<br>14/1, 'Prashanth',<br>Bull Temple Road,<br>Basavanagudi,<br>Bangalore-560 004.         | -do-   |
| (6) Shri Mohd. Ali Khan<br>H. No. 17-9-596,<br>Chawni Nade-ali Beg,<br>Chenchalguda,<br>Hyderabad 500 023.          | -do-   |

2. In accordance with the provisions of Clause 9 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1980, the Central Government hereby directs that consequent to nomination of the Directors as mentioned in para 1 above, the following persons shall cease to be Directors on the Board of Andhra Bank with immediate effect.

- (1) Smt. Pushpa Vijayrao Bonde
- (2) Shri P. Rajagopal Naidu
- (3) Prof. Ram Pal Kaushik
- (4) Shri Rajkumar Nagrath
- (5) Shri Priti Pal Singh

[F. No. 9/31-A/92-B.O.I.]

K.K. MANGAL, Under Secy.



नई दिल्ली, 5 अप्रैल, 1985

का.मा. 1096.--राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम 1970 की धारा 9 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्द्वारा निम्नलिखित व्यक्तियों को 5 अप्रैल, 1985 को आरम्भ होने वाली तीन वर्षों की अवधि के लिए बैंक आफ बड़ौदा के बोर्ड में निदेशक के रूप में नामित करती है :

- |   |   |
|---|---|
| 1. प्रद्युम्नटवरलाल शाह,<br>शाह एंड कंपनी, चार्टर्ड लेखाकार,<br>मेकर भवन नं. 2, तीसरी मंजिल,<br>18, न्यू मेरीन लाइम्स, बम्बई-400020 | बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम,<br>1970 की धारा 9 की उप धारा (3) के खंड (छ) के<br>अनुसरण में।                           |
| 2. डा. अब्दुल ग़फ़ार,<br>डी-37/40 बारादेव, वाराणसी-221 001<br>( उत्तर प्रदेश )  | बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970<br>की धारा 9 की उप धारा (3क) के साथ पठित उप धारा<br>(3) के खण्ड (ग) के अनुसरण में। |
| 3. प्रो. कान्ता आहूजा,<br>5-जे ए-10, गवाहर नगर, जयपुर-302 004   | —तद्वैध—  |
| 4. श्री पेटनामल्लूर नारायण स्वामी देवराजन,<br>ऊषा किरण, फ्लैट नं. 45, 22वीं मंजिल,<br>कामिनी रोड, बम्बई-400 026                     | —तद्वैध—  |
| 5. श्री आदित्य रघुराम राव,<br>10-3-123 मारेदपल्ली, सिकन्दराबाद-500 026  |   |
| 6. श्री सलामत उल्लाह,<br>ए-3 हज़रत निजामुद्दीन बेस्ट,<br>नई दिल्ली-110013   | —तद्वैध—  |
| 7. श्री कृष्ण चक्रवर्ती,<br>18/7 पंजाबी बाग एक्सटेंशन,<br>नई दिल्ली-110 026   | तद्वैध—   |

2. राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 9 के उपबंधों के अनुसार केन्द्रीय सरकार एतद्द्वारा निदेश देती है कि उपर्युक्त पैरा 1 में उल्लिखित निदेशकों के नामांकन के परिणामस्वरूप निम्नलिखित अवधि तत्काल प्रभाव से बैंक आफ बड़ौदा के बोर्ड में निदेशक नहीं रहेंगे।

1. श्रीमती इंदिरा मायागाम
2. श्री रवीन्द्र प्रसाद जोशी
3. श्री अशोक ग्रहमद वजीरी
4. श्री बहुरा एक्का
5. श्री रवि शंकर
6. श्री श्रीनाथ शतुर्वेदी

[सं. 9/33/92-बी.आ. -I]

के.के. मंगल, अवर सचिव

New Delhi, the 5th April, 1995

S.O. 1096:—In exercise of the powers conferred by sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby nominates the following persons as Directors of Bank of Baroda for a period of three years commencing on 5th April, 1995.

- |  |  |
|--|--|
| (1) Shri Pradyumna Natvarlal Shah,<br>Shah & Co.,<br>Chartered Accountants,<br>Maker Bhawan No. 2,<br>3rd Floor,<br>18, New Marine Lines,<br>Bombay-400 020. | In pursuance of Clause (g) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.                            |
| (2) Prof. Abrar Ahmad<br>D-37/40, Baradeo,<br>Varanasi-221 001.  | In pursuance of Clause (h) of Sub-section (3) read with Sub-section (3A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. |
| (3) Prof. Kanta Ahuja<br>5-JA-10,<br>Jawahar Nagar,<br>Jaipur-302 004.   | -do-   |
| (4) Shri Petnamallur Narayanaswamy<br>Devarajan,<br>"Usha Kiran"<br>Flat No. 45, 22nd Floor,<br>Carmichael Road,<br>Bombay-400 026.                          | -do-   |
| (5) Shri Adiraju Raghuram Rao,<br>10-3-123, East Marredpally,<br>Secunderabad-500 026.   | -do-   |
| (6) Shri Salamat Ullah<br>A3, Hazrat Nizamuddin West,<br>New Delhi-110 013.  | -do-   |
| (7) Shri Krishan Swaroop<br>18/7, Punjabi Bagh Extn.,<br>New Delhi-110 026.  | -do-   |

2. In accordance with the provisions of Clause 9 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government hereby directs that consequent of nomination of the Directors as mentioned in para 1 above, the following persons shall cease to be Directors on the Board of Bank of Baroda with immediate effect.

- (1) Smt. Indira Mayaram
- (2) Shri Rabindra Prasad Joshi
- (3) Shri Ashfaq Ahmed Waziri
- (4) Shri Bahura Ekka
- (5) Shri Ravi Shanker
- (6) Shri Srinath Chaturvedi

[F. No. 9/33/92 B.O.]  
K.K. MANGAL Under Secy.

नई दिल्ली, 4 अप्रैल, 1995

का.आ. 1097.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1980 के खंड 3 के उप-खंड (1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उप-धारा (3) द्वारा अर्जित शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा निम्नलिखित व्यक्तियों को 4 अप्रैल, 1995 को आरम्भ होने वाली तीन वर्षों की अवधि के लिए कॉर्पोरेशन बैंक के बोर्ड में निदेशक के रूप में नामित करती है—

1. श्री संजीव कपूर,  
13/397, सिविल लाइंस, कानपुर।
2. श्री एलायसिस प्रकाश फर्नांडीस,  
मार्फत माइराडा, 2, सर्विस रोड, डोमलूर,  
लेम्माउट, बंगलूर-71

बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उप-धारा (3) के खंड (छ) अनुसरण में बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम 1980 की धारा 9 की उप-धारा (3क) के साथ पठित उप-धारा (3) के खंड (ज) के अनुसरण में।

3. श्री ए. के. अब्दुल समद,  
सिटि प्वाइंट, टी.एफ. 11/12,  
नं. 13, इफेन्ट्री रोड, बंगलूर-560001

—तद्वैव—

4. श्री अयंत हीरालाल साहू,  
टी-400, आदिनाथ सोमायटी,  
पुणे-सतारा रोड, पुणे-411 037

—तद्वैव—

5. श्री आनन्दी लाल रुटा,  
55, संग्राम कालोनी, महावीर मार्ग, जयपुर-302 001

—तद्वैव—

6. श्रीमती राजेंद्र बाली,  
डी-49, ग्रेटर कैलाश एन्क्लेव,  
नई दिल्ली-110 048

—वहीं—

7. श्री वरकूर श्रीनिवास राव,  
5-9-261, किंग कोठी, हैदराबाद-500 001

—वहीं—

2. राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1980 के खंड 9 के उपबंधों के अनुसार केन्द्रीय सरकार एतद्वारा निदेश देती है कि उपर्युक्त पैरा 1 में उल्लिखित निदेशकों के नामांकन के परिणामस्वरूप निम्नलिखित व्यक्तियों तत्काल से कॉर्पोरेशन बैंक के बोर्ड में निदेशक नहीं रहेंगे।

1. श्री एस. टी. गङ्गमनाथ
2. श्री वेकटा रामण शेट्टी
3. श्री युगराज भदौरिया
4. श्री प्रभाकर दामोदर दलाल
5. कर्नल बतेश्वर सिंह

[सं. 9/36/93-वी.प्रो०-I]

के.के. मंगल. अवर. सचिव

New Delhi, the 4th April, 1995

S.O. 1097 :—In exercise of the powers conferred by sub-section (3) of Section 7 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby nominates the following persons as Directors of Corporation Bank for a period of three years commencing on 4th April, 1995.

1. Shri Sanjiv Kapoor  
13/397, Civil Lines.  
Kanpur.

In pursuance of Clause (g) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980.)

- |  |  |
|--|--|
| 2. Shri Aloysius Prakash Fernandez<br>C/o Myrada,<br>2, Service Road,<br>Domlur Layout,<br>Bangalore-71. | In pursuance of Clause (h) of Sub-section (3) read with Sub-section (3A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980. |
| 3. Shri A.K. Abdul Samad<br>City Point, TF 11/12,<br>No. 13, Infantry Road,<br>Bangalore-560 001.        | -do-   |
| 4. Shri Jayant Hiralal Shah<br>T-400, Adinaih Society,<br>Pune Satara Road,<br>Pune-411 037.             | -do,   |
| 5. Shri Anandi Lal Roongta<br>55, Sangram Colony,<br>Mahavir Marg,<br>Jaipur-302 001.                    | -do-   |
| 6. Smt. Rajinder Bali<br>D-49, Greater Kailash Enclave-II,<br>New Delhi-110 048.                         | -do-   |
| 7. Shri Varkoor Srinivasa Rao<br>H. No. 5-9-261, King Koti,<br>Hyderabad-500 001.                        | -do-   |

2. In accordance with the provisions of Clause 9 of the Nationalised Banks (Management & Miscellaneous Provisions Scheme, 1980, the Central Government hereby directs that consequent to nomination of the Directors as mentioned in para 1 above, the following persons shall cease to be Directors on the Board of Corporation Bank with immediate effect.

- (1) Shri S.T. Padmanabha
- (2) Shri Venkataramana Setty
- (3) Shri Yugraj Bhadauria
- (4) Shri Prabhakar Damodar Dalal
- (5) Col Bartendra Singh

[No. F. 9/36/92 B.O.I.]

K.K. MANGAL Under Secy.

नई दिल्ली, 5 अप्रैल, 1995

का.भा. 1098.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) (स्कीम, 1970 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी कम्पनी) (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सहकार भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा निम्नलिखित व्यक्तियों को 5 अप्रैल, 1995 को आरंभ होने वाली तीन वर्षों की अवधि के लिए सेंट्रल बैंक आफ इंडिया के बोर्ड के निदेशक के रूप में नामित करती है :

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|---|---|
| 1. श्री अनिल कुमार खन्ना,<br>आर.के. खन्ना एंड कं., मनदी लेखाकार,<br>बी-317, आसफ अली रोड, नई दिल्ली।                                     | बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3क) के खंड (छ) के अन्तर्ण में।                           |
| 2. श्री चकिलम श्रीनिवास राव,<br>म.सं. 6-78, भवानी नगर,<br>दिलमुख नगर, हैदराबाद  | बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप धारा (3क) के साथ पठित उप धारा (3) के खण्ड (ज) के अन्तर्ण में। |
| 3. श्री घनश्याम दत्त शर्मा,<br>अतिथि प्रोफेसर प्रेस्टिज इंस्टीट्यूट ऑफ<br>मैनेजमेंट एण्ड रिसर्च, 25, प्रेम काम्पलेक्स,<br>इंदौर-452 006 |   |

4. श्री गुल एम. इकबाल,  
411, 11वें मेन, द्वितीय क्रॉस,  
तीसरा ब्लॉक, कोरमंगल, बंगलौर-560 034

—तदीव—

5. श्री दादासाहेब दय्यादेव जगताप,  
“विकास” जवाहर नगर, कोल्हापुर-416 012

—तदीव—

2. राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 9 के उपबंधों के अनुसार, केन्द्रीय सरकार, एतद्वारा निदेश देती है कि उपर्युक्त पैरा 1 में उल्लिखित निदेशकों के नामांकन के परिणामस्वरूप, निम्नलिखित व्यक्ति तत्काल प्रभाव से संलग्न बैंक खाक इतिहास के बोर्ड में निदेशक नहीं रहेंगे।

1. श्री राम लाल ठाकुर
2. डॉ. भुपेन्द्र चन्द्र जैन
3. श्री टी. टी. वसु
4. श्री ए. जी. लालानी

[सं. 9/37/92-बी.ओ.-1]

के.के.मंगल, अवर सचिव

New Delh , the 5th April, 1995

S.O. 1098,—In exercise of the powers conferred by sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby nominates the following persons as Directors of Central Bank of India for a period of three years commencing on 5th April, 1995.

- (1) Shri Anil Kumar Khanna  
R.K. Khanna & Co.,  
Chartered Accountants,  
B-3/7, Asaf Ali Road,  
New Delhi-110002.

In pursuance of Clause (g) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.

- (2) Shri Chakiram Srinivasa Rao  
H. No. 6-78, Bhavani nagar,  
Dilsukhnagar,  
Hyderabad.

In pursuance of Clause (h) of sub-section (3) read with Sub-section (1A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.

- (3) Shri Ghanshyam Datt Sharma  
Visiting Professor,  
Prestige Institute of Management  
& Research,  
25, Press Complex,  
Indore-452008

-do-

- (4) Shri Gul M. Iqbal  
411, 11th Main, 2nd Cross  
3rd Block, Koramangala,  
Bangalore-560034.

-do-

- (5) Shri Dadasaheb Dyandev Jagtap  
“VIKAS”, Jawaharnagar,  
Kolhapur-416012.

-do-

2. In accordance with the provisions of Clause 9 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970 the Central Government hereby directs that consequent to nomination of the Directors as mentioned in para 1 above, the following persons shall cease to be Directors on the Board of Central Bank of India with immediate effect.

- (1) Shri Ram Lal Thakur
- (2) Dr. Bhupendra Chandra Jain
- (3) Shri T.T. Vasu
- (4) Shri A.G. Lalani

[F. No. 9/37/92-B.O.I.]

K.K.MANGAL, Under Secy.

नई दिल्ली, 5 अप्रैल, 1995

क्र.सं. 1099—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उप खंड (1) के साथ पंक्ति बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा निम्नलिखित व्यक्तियों को 5 अप्रैल, 1995 को अर्पण होने वाली तीन वर्षों की अवधि के लिए इंडियन बैंक के बोर्ड में निदेशक के रूप में नामित करती है :—

1. श्री वी. सुन्दरम  
289/70, शान्ति नगर, हैदराबाद-500028  
बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप धारा (3) के खण्ड (घ) के अनुसरण में।
2. प्रो. एम. यूसुफ खान,  
बी-160, ओखला रोड, जाकिर बाग,  
नई दिल्ली-110 025  
बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम 1970 की धारा 9 की उप धारा (3क) के साथ पंक्ति उप धारा (3) के खण्ड (ज) के अनुसरण में।
3. श्री पापा रेड्डी,  
12 पैलेस रोड, बंगलूर-560052  
—तदर्थ—
4. श्री देवदु नरसिम्हा शास्त्री गंगाधर,  
726, 17 क्रॉस 6थ फेज, जे.पी. नगर,  
बंगलूर-560078  
—तदर्थ—
5. श्री डायका प्रसाद राव,  
लालेय बिल्डिंग, एक्सिजीशन रोड,  
पटना-800 001।
6. श्री सो ए गोश,  
शालपुर-577 111, जिला बिक्रमगंज

2. राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 9 के उपबन्धों के अनुसार केन्द्रीय सरकार एतद्वारा निदेश देता है कि उपर्युक्त पैरा 1 में उल्लिखित निदेशकों के नामांकन के परिणामस्वरूप, निम्नलिखित व्यक्ति तत्काल प्रभाव से इंडियन बैंक के बोर्ड में निदेशक नहीं रहेंगे।

1. श्री शुभकरन लक्षारका
2. श्री पी. एल. नुवैरा
3. श्री करुणा कान्ता दत्त
4. श्री संजीव कपूर

[सं. 9/39/92-बी.ओ.-1]

के.के.मंगल, अवर सचिव

New Dehli, the 15th April, 1995

S.O. 1099.—In exercise of the powers conferred by sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby nominates the following persons as Directors of Indian Bank for a period of three years commencing on 5th April, 1995.

- (1) Shri V. Sundaresan  
289/70, Shantinagar,  
Hyderabad-500028.

In pursuance of Clause (h) of Sub-section (3) read with Sub-section (3A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.

- (2) Prof. M.Y. Khan  
B-1600, Zakir Bagh  
Okhla Road,  
New Delhi-110025.

-do-

- (3) Shri Papa Reddy  
12, Palace Road,  
Bangalore-560052.

-do-

- (4) Shri Devudu Narasimhasastry Gangadhar,  
726, 17th Cross 6th Phase,  
J.P. Nagar,  
Bangalore-560078.

-do-

(5) Shri Dwarka Prasad Saboo  
Lawlys Building,  
Exhibition Road,  
Patna-800001.

In pursuance of clause (1) of Sub-Section (3) read with Sub-Section (3A) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.

(6) Shri C.A. Chandre Gowda  
Aldur, Chikmagalur Dist.  
Pin-577111.

-do-

2. In accordance with the provisions of Clause 9 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government hereby directs that consequent to nomination of the Directors as mentioned in para 1 above, the following persons shall cease to be Directors on the Board of Indian Bank with immediate effect.

- (1) Shri Subhakaran Luhaarukha
- (2) Shri P.L. Subbiah
- (3) Shri Karuna Kant Dutt
- (4) Shri Sanjiv Kapoor

[F. No. 9/39/92-B.O.I.]  
K.K. MANGAL, Under Secy.

नई दिल्ली, 4 अप्रैल, 1995

का.प्र. 1100—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करके के पश्चात् एतद्वारा निम्नलिखित व्यक्तियों को 4 अप्रैल, 1995 को आरंभ होने वाले तीन वर्षों की अवधि के लिए पंजाब नेशनल बैंक के बोर्ड में निदेशक के रूप में नामित करती है:-

1. श्री एम. भास्करा राव,  
8-2-472/6, रोड नं. 4 बंगारा हिल्स, हैदराबाद।  
बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम,  
1970 की धारा 9 की उपधारा (3) के खण्ड (छ) के  
अनुसरण में।
2. श्री गुरुचरण सिंह कालकट,  
706/11-बी, चण्डीगढ़।  
बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम,  
1970 की धारा 9 की उपधारा (3क) के साथ पठित  
उपधारा (3) के खण्ड (ज) के अनुसरण में।
3. डा. चन्द्राराम सिंह,  
"मुक्त हाउस", पी.जी. अस्पताल के पीछे,  
रानीघाट महेन्द्र, पटना-800 006  
—तद्वैव—
4. श्री जयंत राम वर्मा  
8, अरुनडि श्रीर रोड, कनाश्चेर कालोनी,  
मद्रास-600 090  
—तद्वैव—
5. श्री तेज लाल भारती,  
सो-385, विकास पुरी, नयी दिल्ली-110 018  
—तद्वैव—
6. श्री मन्तु चड्ढा,  
बी-30, कनष्ट प्लेस, कुथालिया बिल्डिंग,  
नई दिल्ली-110 001  
—तद्वैव—
7. श्री बंदिन्दर कुमार सिंगुना,  
143-ए, सराय काले खां,  
निजामुद्दीन ईस्ट, नई दिल्ली।  
—तद्वैव—

2. राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 9 के उपबंधों के अनुसार केन्द्रीय सरकार एतद्वारा निदेश देती है कि उपर्युक्त पैरा 1 में उल्लिखित निदेशकों के नामांकन के परिणामस्वरूप, निम्नलिखित व्यक्ति तत्काल प्रभाव से पंजाब नेशनल बैंक के बोर्ड में निदेशक नहीं रहेंगे :-

1. श्री सलामत उल्लाह
2. बी इशदि हुसैन
3. श्री बी. एल. डोगरा
4. श्री सुरिन्दर पी. एस. प्रुथि
5. श्रीमती कृष्णा कौल

[म. 9/43/92-बी.ओ.-1]  
के.के. मंगल, अवर सचिव

New Delhi, the 4th April, 1995

S.O.1100.—In exercise of the powers conferred by sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby nominates the following persons as Directors of Punjab National Bank for a period of three years commencing on 4th April, 1975.

- |   |  |
|---|--|
| (1) Shri M. Bhaskara Rao<br>8-2-472/6,<br>Road No. 4,<br>Banjara Hills,<br>Hyderabad.                 | In pursuance of Clause (g) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.                            |
| (2) Shri Gurcharan Singh Kalkat<br>706/11-B, Chandigarh.  | In pursuance of Clause (h) of sub-section (3) read with Sub-section (3A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. |
| (3) Dr. Chandrama Singh<br>"Supt's House"<br>Opp. P.G. Hostel, Ranighat,<br>Mahendru,<br>Patna-80006. | -do-   |
| (4) Shri Jayanth Rama Varma<br>8, Arundale Beach Road,<br>Kalakshetra Colony,<br>Madras-6000090.      | -do-   |
| (5) Shri Tej Lal Bharti<br>C-385, Vikas Puri,<br>New Delhi-110018.                                    | -do-   |
| (6) Shri Manu Chadha<br>B-30, Connaught Place,<br>Kuthalia Building,<br>New Delhi-110001.             | -do-   |
| (7) Shri Davinder Kumar Triguna<br>143-A, Sarai Kale Khan,<br>Nizamuddin East,<br>New Delhi.          | -do-   |

2. In accordance with the provisions of Clause 9 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government hereby directs that consequent to nomination of the Directors as mentioned in para 1 above, the following persons shall cease to be Directors on the Board of Punjab National Bank with immediate effect.

- (1) Shri Salamat Ullah
- (2) Shri Irshad Hussain
- (3) Shri B.L. Dogra
- (4) Dr. Surinder P.S. Purthi
- (5) Smt. Krishna Kaul

[F. No. 9,43/92-B.O.1.]  
K.K. MANGAL, Under Secy.



नई दिल्ली, 4 अप्रैल, 1995

का.आ. 1101.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) 1970 के खंड 3 के उपखंड (1) के साथ पठित बैंकारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा निम्नलिखित व्यक्तियों को 4 अप्रैल, 1995 को आरंभ होने वाली तीन वर्षों की अवधि के लिए इंडियन ओवरसीज बैंक के बोर्ड में निदेशक के रूप में नामित करती है:—

- |   |  |
|---|--|
| 1. श्री अशोक विज,<br>वुडलैंड हाउस, न्यू लैंड इस्टेट,<br>सर्कुलर रोड, शिमला-171 001, हिमाचल प्रदेश                         | बैंकारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप धारा (3) के खण्ड (छ) के अनुसरण में।                      |
| 2. श्री जी. नारायण स्वामी,<br>283, टी.टी.के. रोड, अलवर पेट,<br>मद्रास-600 018   | बैंकारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम 1970 की धारा 9 की उप धारा 3 के साथ पठित उप धारा (3) के खण्ड (ज) के अनुसरण में। |
| 3. श्री कैलाश चन्द्र पंडा,<br>स्थान/पोस्ट : चुरगांव, बाया-जयपटना,<br>जिला कालाहांडी (उड़ीसा)                              | —तदर्थ—  |
| 4. डा. बदरीराज राघवेन्द्राचार्य पंचमुखी,<br>ब्लॉक G/V-38, लोधी काम्पलेक्स,<br>नई दिल्ली-110 003                           | —तदर्थ—  |
| 5. श्री सीतारंगशु कुमार चक्रवर्ती,<br>पी-69, डायमंड पार्क, डी एच रोड,<br>पी ओ जोका, जिला 24 परगना,<br>पश्चिम बंगाल-743512 | —तदर्थ—  |
| 6. श्रीमती चेतुपति विद्या म. सं. 2-2-22,<br>पटमाता लंका विजयवाड़ा-520 014   | —तदर्थ—  |
| 7. श्री एम. बेंकटचलम,<br>सं. 9, प्रथम एवेन्यू, इन्दिरा नगर,<br>मद्रास-600 020   | —तदर्थ—  |

2. राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 9 के उपबंधों के अनुसार केन्द्रीय सरकार एतद्वारा निदेश देती है कि उपर्युक्त पैरा 1 में उल्लिखित निदेशकों के नामांकन के परिणामस्वरूप, निम्नलिखित व्यक्ति तत्काल प्रभाव से इंडियन ओवरसीज बैंक के बोर्ड में निदेशक नहीं रहेंगे।

1. श्री बी.ए. वेणुगोपाल
2. डा. सुथ्री एस. विजयालक्ष्मी
3. श्री सी.बी. मीलों
4. डा. इफ्तेकार अहमद खान

[सं. 9/40/92-बी.ओ. I]

के.के. मंगल, अवर सचिव

New Delhi, the 4th April, 1995

S.O. 1101.—In exercise of the powers conferred by sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby nominates the following persons as Directors of Indian Overseas Bank for a period of three years commencing on 4th April, 1995.

- (1) Shri Ashok Vij  
Woodland House, Newland Estate,  
Circular Road,  
Shimla-171001.

In pursuance of Clause (g) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.

- |  |   |
|--|---|
| (2) Shri G. Narayanaswamy<br>283, T.T.K. Road, Alwarpet,<br>Madras-600018.   | In pursuance of Clause (h) of Sub-section (3) read with Sub-section (3A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings Act, 1970. |
| (3) Shri Kailash Chandra Panda<br>AT/PO : Churagaon,<br>Via: Jaipatna,<br>Distt., Kalahandi (Orissa).                              | -do-  |
| (4) Dr. Vadiraj Raghawendracharya<br>Panchamukhi,<br>Block 6/V-38, Lodhi Road Complex,<br>New Delhi-110003.                        | -do-  |
| (5) Shri Shitangshu Kumar Chakraborty<br>P-69, Diamond Park,<br>D.H. Road, P.O. Joka,<br>Dist. 24 Parganas,<br>West Bengal-743512. | -do-  |
| (6) Smt. Chennupati Vidya<br>H. No. 2-2-22, Patamata Lanka,<br>Vijaywara-520014.   | -do-  |
| (7) Shri M. Venkatachalam,<br>No. 9, 1st Avenue,<br>Indira Nagar,<br>Madras-600020.  | -do-  |

2. In accordance with the provisions of Clause 9 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government hereby directs that consequent to nomination of the Directors as mentioned in Para 1 above, the following persons shall cease to be Directors on the Board of Indian Overseas Bank with immediate effect.

- (1) Shri B.A. Venugopal
- (2) Dr. Miss S. Vijayalakshmi
- (3) Shri C.B. Mouli
- (4) Dr. Iftekar Ahmed Khan

[F. No. 9/40/92-B.O.L.]

K.K. MANGAL, Under Secy.

नयाँ दिल्ली, 5 अप्रैल, 1995

का.आ. 1102.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबन्ध) स्कीम 1980 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा निम्नलिखित व्यक्तियों को 5 अप्रैल, 1995 को आरंभ होने वाली तीन वर्षों की अवधि के लिये ओरियंटल बैंक आफ कामर्स के बोर्ड में निदेशक के रूप में नामित करता है:—

- |  |  |
|--|--|
| 1. श्री यशज कुमार दोषी<br>मार्फन एस.भार. यादवबाय एण्ड कं.<br>36, गणेश चन्द्र एवेन्यु, कलकत्ता-700013 | बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के खण्ड (ए) के अनुसरण में                          |
| 2. डा. सतवन्त सिंह मोहो<br>18-सी, बारादरी मार्फन, पटियाला (पंजाब)                                    | बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3क) के साथ पठित उपधारा (3) के खण्ड (ज) के अनुसरण में। |
| 3. श्री भण्डारी कमलाकर राव<br>301, चेताय ट्रेड सेंटर, पार्क लेन, मिर्जापुरा-500003                   | -तद्व-   |
| 4. श्री बी. रामचन्द्रन<br>132/133, कालीराग रोड, रामनगर, कोयंबटूर-431009                              | -तद्व-   |
| 5. श्री अश्वहोम खाल चौधरी,<br>12-स्विनहो स्ट्रीट कलकत्ता-19  | -तद्व-   |
| 6. कु. राना खातून<br>7 ब्रुनकर कालोनी, मऊ  | -तद्व-   |

2. राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 9 के उपबन्धों के अनुसार, केन्द्रीय सरकार एन्डोर्समेंट निदेशों के तहत खण्ड 1 में उल्लिखित निदेशकों के नामों के परिणामस्वरूप, निम्नलिखित व्यक्ति तत्काल प्रभाव से ओरिएण्टल बैंक ऑफ़ कॉमर्स के बोर्ड में नियुक्त किये जायेंगे—

1. श्री आर.एस. दीवान
2. श्री एच.आर. नोमानी
3. श्री पी.आर. कपूर
4. श्री अशोक मिश्र
5. श्री. अशु मार्गव
6. श्री जी. वेरोलिया

[सं. 9/42/92-बी.ओ. I(1)]

के.के. सगल, अवर सचिव

New Delhi, the 5th April, 1995

S.O.1102—In exercise of the powers conferred by sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 read with sub-clause (I) of Clause 3 of the Nationalised Banks Management & Miscellaneous Provisions, Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby nominates the following persons as Directors of Oriental Bank of Commerce for a period of three years commencing on 5th April, 1995.

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|--|--|
| (1) Shri Ajay Kumar Doshi,<br>C/o S.R. Batliboi & Co.<br>Chartered Accountants,<br>36, Ganesh Chandra Avenue,<br>Calcutta-700 013. | In pursuance of Clause (g) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980.                            |
| (2) Dr. Satwant Singh Mehli<br>18-C, Bara Dari Garden,<br>Patiala (Punjab).  | In pursuance of Clause (h) of Sub-section (3) read with sub-section 3(A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980. |
| (3) Shri Bhandari Kamelker Rao,<br>301-Chenoy Trade Centre, Park Lane, [<br>Secunderabad-500 003.                                  | -do-   |
| (4) Shri V. Ramachandran<br>132/133, Kalidass Road, Ramnagar<br>Coimbatore-641 009.  | -do-   |
| (5) Shri Abu Hasem Khan Choudhury<br>12, Swinhoe Street,<br>Calcutta-19.   | -do-   |
| (6) Kumari Rana Khatoon<br>7, Bunkar Colony, Mau.  | -do-   |

2. In accordance with the provisions of Clause 9 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1980, the Central Government hereby directs that consequent to nomination of the Directors so mentioned in para 1 above, the following persons shall cease to be Directors on the Board of Oriental Bank of Commerce with immediate effect.

- (1) Shri R.L. Dewan
- (2) Shri H.R. Nomani

(3) Shri B R. Kapoor

(4) Shri Ashok Vij

(5) Prof. Madhu Gargav

(6) Shri G. Deroliva

[F.No. 9/42/92-B.O I(1)]

K.K. MANGAL, Under Secy.

नई दिल्ली, 5 अप्रैल, 1995

का.ग्रा. 1103—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा निदेश देती है कि श्री भण्डारी कमलाकर राव दिनांक 5 अप्रैल, 1995 से विजया बैंक के निदेशक मण्डल में निदेशक के पद पर नज़ी रहेंगे।

[फा० सं० 9/42/92-बी०ओ० I(ii)]

के.के. मंगल, अवर सचिव

New Delhi, the 5th April, 1995

S.O. 1103.— In exercise of the powers conferred by Clause 9 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1980, the Central Government hereby directs that Shri Bhandari Kamalakar Rao shall cease to hold office of Director on the Board of Directors of Vijaya Bank with effect from 5th April, 1995.

[F.No. 9/42/92/BOI-I(ii)]

K.K. MANGAL, Under Secy.

नयी दिल्ली, 5 अप्रैल, 1995

का.ग्रा. 1104—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिज़र्व बैंक में परामर्श करने के पश्चात् एतद्वारा निम्नलिखित व्यक्तियों को 5 अप्रैल, 1995 को आरम्भ होने वाली तीन वर्षों की अवधि के लिये मिडिकेट बैंक के बोर्ड में निदेशक के रूप में नामित करती है :—

- |  |   |
|--|---|
| 1. श्री वेगुर मुद्दाबोरप्पा शान्तामूर्ति<br>भैसर्म शान्तामूर्ति एण्ड कं.<br>चार्टर्ड लेखाकार<br>नं. 10, पहली मंजिल, एसएमबी मुद्र द्रष्ट बिल्डिंग,<br>बैंक बन्द रोड ईस्ट, बंगलौर-560009 | बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम,<br>1970 की धारा 9 की उपधारा (3) के खण्ड (ख) के<br>अनुसरण में।                        |
| 2. श्रीमती राता रविकुमार,<br>"रविकृपा," नं. 617, II प्लाक राजाजी नगर,<br>बंगलौर-560010   | बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम,<br>1970 की धारा 9 की उपधारा (3) के साथ पठित<br>उपधारा (3) के खण्ड (ज) के अनुसरण में। |
| 3. श्री कामेश्वर प्रसाद सिंह,<br>रोड नं 2क, राजेश्वर नगर, पटना-800016  | —नदीय—  |
| 4. श्री मोहम्मद मक़दूम सलीम,<br>म.नं. 9-4-924, क्यूम प्लाट मक़दूम रोड,<br>नान्देड़-131601 (महाराष्ट्र)   | —नदीय—  |
| 5. (डा. श्रीमती) श्रीनिवासन विजयलक्ष्मी,<br>87/33, एम. के. बरत अपार्टमेंट, कागल स्ट्रीट,<br>मडिवापोर, मद्रास-600 004   | —नदीय—  |

6. श्री सी. रामराजु,  
ग.नं. 16-11-312/7, मूसाराम बाग हैदराबाद 36
7. श्री चिरंजीव चालिया,  
हेम चन्द्र रोड, उजान बाजार, गुवाहाटी-781001

—तदेव—

—तदेव—

2 राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 9 के उपबन्धा के अनुसार, केन्द्रीय सरकार एतद्वारा निदेश देती है कि उपर्युक्त पैरा 1 में उल्लिखित निदेशकों के नामांकन के परिणामस्वरूप, निम्नलिखित व्यक्ति तत्काल प्रभाव से सिंडिकेट बैंक के बोर्ड में निदेशक नहीं होंगे :—

1. श्री जया अरुणाचलम
2. श्री पीरजादा डब्ल्यू साफवी
3. श्री प्रफुल्ल कुमार प्रधान
4. श्री दिनेश मेहता

[मं. 9/45/92-श्री.ओ.-I]  
के.के. मंगल, अवर सचिव

New Delhi, the 5th April, 1995

S.O. 1104.— In exercise of the powers conferred by sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-clause (1) of Clause 3 of the Nationalised Banks Management & Miscellaneous Provisions Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby nominates the following persons as Directors of Syndicate Bank for a period of three years commencing on 5th April, 1995.

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|--|--|
| (1) Shri Begur Muddaveerappa<br>Shanthamurthy,<br>M/s Shanthamurthy & Co.<br>No. 10, 1st Floor.<br>S.S.B. Mutt Trust Building.<br>Tank Bund Road East.<br>Bangalore-560 009. | In pursuance of Clause (g) of Sub-section (3) Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.                               |
| (2) Shri Kameshwar Prasad Singh<br>Road, No. 2A, Rajendra Nagar,<br>Patna-8000 16.   | In pursuance of Clause (h) of Sub-section (3) read with Sub-section (3A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. |
| (3) Shri Mohd. Maqbool Saleem.<br>H.No. 9-4-424,<br>Qayyum Plots, Mafco Road.<br>Nanded-431 601.   | -do-   |
| (4) Smt. Ratna Ravikumar<br>'Ravikrupa', No. 617, II Block,<br>Rajajinagar, Bangalore-560 010.   | -do-   |
| (5) Dr. (Miss) Srinivasan Vijaya Lakshmi,<br>87/43, M.K. Amman Koil Street,<br>Vasant Apartments, Mylapore,<br>Madras-600 004.   | -do-   |
| (6) Shri. C. Ramaraju<br>H.No. 16-11-312/7,<br>Moosaram Bagh, Hyderabad-36.  | -do-   |
| (7) Shri Chiranjit Chaliha<br>Hem Chandra Road, Uzanbazar,<br>Guwahati-781 001.  | -do-   |

2. In accordance with the provisions of Clause 9 of the Nationalised Banks Management & Miscellaneous Provisions, Scheme, 1970, the Central Government hereby directs that consequent to nomination of the Directors as mentioned in para 1 above, the following persons shall cease to be Directors on the Board of Syndicate Bank with immediate effect.

- (1) Mr. Jaya Arunachalam
- (2) Shri Peerzada W. Safwi
- (3) Shri Prafulla Kumar Pradhan
- (4) Shri Dinesh Mehta

[F.No. 9/45/92-B.O.I]  
K.K. MANGAL Under Secy.

नई दिल्ली, 5 अप्रैल, 1995

का.आ. 1105.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबन्ध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक में परामर्श करने के पश्चात्, एतद्वारा निम्नलिखित व्यक्तियों को 5 अप्रैल, 1995 को आरंभ होने वाली तीन वर्षों की अवधि के लिये यूको बैंक के बोर्ड में निदेशक के रूप में नामित करती है :—

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| 1. श्री संतोष कुमार दास गुप्त<br>पी-27, राजा वसन्तराय नोड, कलकत्ता-700029                              | बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खण्ड (छ) के अनुसरण में।                        |
| 2. श्री एस. रवि.<br>ई-261, अमर कालोनी, लाजपत नगर-IV,<br>नई दिल्ली-110024                               | बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम 1970 की धारा 3 की उपधारा (3क) के साथ पठित उपधारा (3) के खण्ड (ज) के अनुसरण में। |
| 3. श्री एम. ए. रामास्वामी,<br>श्री कुमार टैक्सटाइल कारपोरेशन, 20-एफ, कन्नाडियर स्ट्रीट,<br>सेलम-636001 | —तदर्थ—   |
| 4. श्री राजकुमार नागरय,<br>35/350, नौवस्ता, लोहामंडी, आगरा, उत्तर प्रदेश-282002                        | —तदर्थ—   |
| 5. श्री श्रीपुरम लक्ष्मीकांत राव,<br>भकान नं. 5-9-900, गत फाउण्डरी, हैदराबाद-500001                    | —तदर्थ—   |
| 6. सुश्री मर्सी रवि,<br>पद्मा निवास, श्री मूलम लेन, कुमार पुरम, तिरुवेंद्रम-11                         | —तदर्थ—   |
| 7. श्री अशोक कल्याण राव टपकीर,<br>27/2, वन्दावन सोसायटी, कार्यालय : शंकर सेठ रोड,<br>पुणे-411037       | —तदर्थ—   |

2. राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबन्ध) स्कीम, 1970 के खण्ड 9 के उपबन्धों के अनुसार, केन्द्रीय सरकार, एतद्वारा निदेश देती है कि उपर्युक्त पैरा 1 में उल्लिखित निदेशकों के नामांकन के परिणामस्वरूप, निम्नलिखित व्यक्ति तत्काल प्रभाव से यूको बैंक के बोर्ड में निदेशक नहीं रहेंगे।

- (1) श्रीमती नारा गुप्ता
- (2) श्री सुभाष दत्त
- (3) श्री मोहनजीव मिश्र,
- (4) श्री आर. टी. रम्बई
- (5) श्री बी. वी. देसाई
- (6) श्री मनोज ओणी

[सं. 9/46/92-बी.ओ. II]  
के.के. मंगल, अवर सचिव

New Delhi, the 5th April, 1995

S.O. 1105.—In exercise of the powers conferred by sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby nominates the following persons as Directors of UCO Bank for a period of three years commencing on 5th April, 1995.

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| (1) Shri Santosh Kumar Dasgupta<br>P-27, Raja Basanta Roy Road,<br>Calcutta-700 029.                 | In pursuance of Clause (g) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.                            |
| (2) Shri S. Ravi<br>E-261, Amar Colony,<br>Lajpat Nagar-IV,<br>New Delhi-110 024.                    | In pursuance of Clause (h) of Sub-section (3) read with Sub-section (3A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. |
| (3) Shri M.A. Ramasamy<br>Sreekumar Textile Corpn.,<br>20F, Kannadiah Street, Salem-636 001.         | -do-   |
| (4) Shri Rajkumar Nagraath,<br>35/350, Naubasta, Lohamandi,<br>Agra-282 002.                         | -do-   |
| (5) Shri Siripuram Lakshmi Kantharao<br>H.No. 5-9-900, Gunfoundry,<br>Hyderabad-500 001.             | -do-   |
| (6) Smt. Mercy Ravi,<br>Padma Nivas,<br>Sree Moolam Lane, Kumara Puram,<br>Trivendrum-II.            | -do-   |
| (7) Shri Ashok Kalyanrao Tapkir<br>27/2, Vrindavan Society,<br>Off. Shankarsheth Road, Pune-411 037. | -do-   |

2. In accordance with the provisions of Clause 9 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government hereby directs that consequent to nomination of the Directors as mentioned in para 1 above, the following persons shall cease to be Directors on the Board of UCO Bank with immediate effect.

- (1) Shri Manoj Joshi
- (2) Smt. Tara Gupta
- (3) Shri Subhas Datta
- (4) Shri Mohanji Singh
- (5) Shri R.T. Rymbai
- (6) Shri V.V. Desai

[F. No. 9/46/92-B.O.I.]

K.K. MANGAL, Under Secy.

वाणिज्य मंत्रालय

नई दिल्ली, 27 मार्च, 1995

नई दिल्ली, 27 मार्च, 1995

का.आ. 1106.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, खनिज तथा अयस्क ग्रुप-I अर्थात् कच्चे लोहे का पैराडिप में निर्यात से पूर्व निरीक्षण करने के लिए एम.जी.प्राइवेट लि. 2/12, सेक्टर 21 पैराडिप पोर्ट, जगत सिंहपुर, उड़ीसा में स्थित मैसर्स आर.वी. ब्रिग्स एंड कं. प्रा. लि. को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्षों की अवधि के लिए निम्न शर्तों के अधीन एतद्वारा अभिकरण के रूप में मान्यता देती है अर्थात् :—

- (i) मैसर्स आर.वी. ब्रिग्स एंड कं. प्रा. लि. निर्यात निरीक्षण परिषद् द्वारा इस संबंध में नामित अधिकारी को अपने द्वारा अपनाई गयी निरीक्षण पद्धति की जांच करने के लिए पर्याप्त सुविधाएं देगा ताकि खनिज तथा अयस्क ग्रुप I के निर्यात (निरीक्षण) नियम, 1965 के अंतर्गत निरीक्षण का प्रमाण-पत्र दिया जा सके।
- (ii) मैसर्स आर.वी. ब्रिग्स एंड कं. प्रा. लि. इस अधिसूचना के अधीन अपने कृत्यों के पालन में ऐसे निर्देशों द्वारा आबद्ध होगा जो निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय-समय पर लिखित रूप में देंगे।

[फाइल सं. 5/13/94-ई आई एंड ई पी]  
कुमारी सुमा सुब्बण्णा, निदेशक

## MINISTRY OF COMMERCE

New Delhi, the 27th March, 1995

S.O. 1106.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises, for a period of three years from the date of publication of this notification, M/s. R. V. Briggs and Co. Pvt. Ltd., located at S.O. Flat No. 2/12, Sector 21, Paradip Port, Jagatsinghpur, Orissa, as an agency for the inspection of Minerals and Ores (Group I) namely Iron Ore, prior to export at Paradip, subject to the following conditions, namely :—

- (i) that M/s. R. V. Briggs and Co. Pvt. Ltd., shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores Group I (Inspection) Rules, 1965;
- (ii) that M/s. R. V. Briggs and Co. Pvt. Ltd. in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control) may give in writing from time to time.

[File No. 5/13/94-EI&EP]  
KUM. SUMA SUBBANNA, Director

का.आ. 1107.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स एम.जी.एस. इंडिया प्राइवेट लिमिटेड, 15 वार्ड, डैम रोड, होस्पेट-583203 को खनिज तथा अयस्क (ग्रुप—I) अर्थात् कच्चे लोहे का होस्पेट में निर्यात से पूर्व निरीक्षण करने के लिए इस अधिसूचना के प्रकाशन की तारीख से तीन वर्षों की अवधि के लिए एक अभिकरण के रूप में निम्न शर्तों के अधीन मान्यता देती है, अर्थात् :—

- (i) मैसर्स एम.जी.एस. इंडिया लिमिटेड होस्पेट खनिज तथा अयस्क ग्रुप-I के निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अंतर्गत निरीक्षण का प्रमाण-पत्र देने के लिए अभिकरण द्वारा अपनाई गई पद्धति की जांच करने के लिए इस संबंध में निर्यात निरीक्षण परिषद् द्वारा मनोनीत किसी भी अधिकारी को पर्याप्त सुविधाएं देगा।
- (ii) मैसर्स एम.जी.एस. इंडिया लिमिटेड, इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) द्वारा समय-समय पर लिखित दिए गए निर्देशों द्वारा बाध्य होगी।

[फाइल सं. 5/16/94-ई आई एंड ई पी]  
कुमारी सुमा सुब्बण्णा, निदेशक

New Delhi, the 27th March, 1995

S.O. 1107.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises, for a period of three years from the date of publication of this notification, M/s. SGS India Ltd., 15th Ward, Dam Road, Hospet-583203 as an agency for the inspection of Minerals and Ores (Group-I) namely Iron Ore, prior to export at Hospet subject to the following conditions, namely :—

- (i) that M/s. SGS India Ltd., Hospet shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores Group I (Inspection) Rules, 1965;
- (ii) that M/s. SGS India Ltd. in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control) may give in writing from time to time.

[File No. 5/16/94-EI&EP]  
KUM. SUMA SUBBANNA, Director

नई दिल्ली, 27 मार्च, 1995

का.आ. 1108.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार वाणिज्य मंत्रालय की अधिसूचना म.का.आ.



3975 तारीख 20-12-1965 से उपावद्ध अनुसूची में विनिर्दिष्ट खनिज तथा अयस्क (ग्रुप-I) का विशाखापत्तनम् में निर्यात से पूर्व निरीक्षण करने के लिए डोर नं. 26-8-69 सत्यानिलयम राजा राम मोहन राय रोड, विशाखापत्तनम्-530001 पर स्थित मैसर्स थेराप्यूटिक्स कैमिकल रिसर्च कारपोरेशन को श्रीर जिनका रजिस्ट्रीकृत कार्यालय हमीद सुल्तान मंशन, दूसरी मंजिल 27 मूर स्ट्रीट, मद्रास-600001 में है, इस अधिसूचना के प्रकाशन की तारीख से तीन वर्षों की अवधि के लिए निम्न शर्तों के अधीन एतद्द्वारा अभिकरण के रूप में मान्यता देती है, अर्थात्:—

- (i) मैसर्स थेराप्यूटिक्स कैमिकल रिसर्च कारपोरेशन इस संबंध में निर्यात निरीक्षण परिपद् द्वारा नामित अधिकारी को उनके द्वारा अपनाई गयी निरीक्षण पद्धति की जांच करने के लिए पर्याप्त सुविधाएं देगा ताकि खनिज तथा अयस्क ग्रुप-I के निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अंतर्गत प्रमाण पत्र दिया जा सके।
- (ii) मैसर्स थेराप्यूटिक्स कैमिकल रिसर्च कारपोरेशन इस अधिसूचना के अधीन अपने कृत्यों के पालन में ऐसे निर्देशों द्वारा आवद्ध होगी जिन्हें निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय-समय पर लिखित रूप में दें।

[फाईल सं. 5/1/94-ई आई एण्ड ई पी]  
कुमारी सुमा सुब्बण्णा, निदेशक

New Delhi, the 27th March, 1995

S.O. 1108.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises, for a period of three years from the date of publication of this notification, M/s. Therapeutics Chemical Research Corporation, located at Door No. 26-8-69, Satyanilayam, Raja Ram Mohan Roy Road, Vishakhapatnam-530001 and having their registered office at Hamid Sultan Mansion—IInd Floor, 27 Moore Street, Madras-600001, as an agency for the inspection of Minerals and Ores (Group-I) specified in Schedule annexed to Ministry of Commerce Notification No. S.O. 3975 dated 20-12-1965, prior to export at Vishakhapatnam subject to the following conditions, namely:—

- (i) that M/s Therapeutics Chemical Research Corporation, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores Group-I (Inspection) Rules, 1965;
- (ii) that M/s. Therapeutics Chemical Research Corporation, in the performance of their functions under this notification shall be bound by such directives as the Director (Inspection and Quality Control) may give in writing from time to time.

[File No. 5/1/94 EI&FP]  
KUM. SUMA SUBBANNA, Director

नई दिल्ली, 27 मार्च, 1995

का.आ. 1109.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 3978 तारीख 20-12-1965 से उपावद्ध अनुसूची में विनिर्दिष्ट खनिज तथा अयस्क (ग्रुप-II) विशाखापत्तनम् में निर्यात से पूर्व निरीक्षण करने के लिए डोर नं. 26-8-69, सत्यानिलयम, राजा राम मोहन राय रोड, विशाखापत्तनम्-530001 पर स्थित मैसर्स थेराप्यूटिक्स कैमिकल रिसर्च कारपोरेशन की श्रीर जिनका रजिस्ट्रीकृत कार्यालय हमीद सुल्तान मंशन, दूसरी मंजिल 27, मूर स्ट्रीट, मद्रास-600001 में है, इस अधिसूचना के प्रकाशन की तारीख से तीन वर्षों की अवधि के लिए निम्न शर्तों के अधीन एतद्द्वारा अभिकरण के रूप में मान्यता देती है, अर्थात्:—

- (i) मैसर्स थेराप्यूटिक्स कैमिकल रिसर्च कारपोरेशन इस संबंध में निर्यात निरीक्षण परिपद् द्वारा नामित अधिकारी को उनके द्वारा अपनाई गयी निरीक्षण पद्धति की जांच करने के लिए पर्याप्त सुविधाएं देगा ताकि खनिज तथा अयस्क ग्रुप-II के निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अंतर्गत प्रमाण-पत्र दिया जा सके।
- (ii) मैसर्स थेराप्यूटिक्स कैमिकल रिसर्च कारपोरेशन इस अधिसूचना के अधीन अपने कृत्यों के पालन में ऐसे निर्देशों द्वारा आवद्ध होगी जिन्हें निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय-समय पर लिखित रूप में दें।

[फाईल सं. 5/1/94-ई आई एण्ड ई पी]  
कुमारी सुमा सुब्बण्णा, निदेशक

New Delhi, the 27th March, 1995

S.O. 1109.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises, for a period of three years from the date of publication of this notification, M/s. Therapeutics Chemical Research Corporation, located at Door No. 26-8-69, Satyanilayam, Raja Ram Mohan Roy Road, Vishakhapatnam-530001 and having their registered office at Hamid Sultan Mansion—IInd Floor, 27 Moore Street, Madras-600001, as an agency for the inspection of Minerals and Ores (Group-II) specified in Schedule annexed to Ministry of Commerce Notification No. S.O. 3978 dated 20-12-1965, prior to export at Vishakhapatnam subject to the following conditions, namely:—

- (i) that M/s. Therapeutics Chemical Research Corporation, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores Group II (Inspection) Rules, 1965;
- (ii) that M/s Therapeutics Chemical Research Corporation, in the performance of their function under this notification shall be bound by such directive as the Director (Inspection and Quality Control) may give in writing from time to time.

[File No. 5/1/94-EI&EP]  
KUM. SUMA SUBBANNA, Director

## मानव संसाधन विकास मंत्रालय

(महिला एवं बाल विकास विभाग)

पूर्व विन्यास अधिनियम, 1890 (1890 का 6) के मामले में

राष्ट्रीय बाल कोष, नई दिल्ली के मामले में

नई दिल्ली, 22 मार्च, 1995

का.आ. 1110.—राष्ट्रीय बाल कोष, नई दिल्ली के प्रबंध बोर्ड द्वारा आवेदन पर और उनकी सहमति से पूर्व विन्यास अधिनियम 1890 (1890 का 6) के खण्ड 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा आदेश देती है कि नीचे दिए गए व्योरे के अनुसार रु० 1,05,00,000 (एक करोड़ पांच लाख केवल मात्र) इंडियन ऑयल कॉर्पोरेशन लिमिटेड, नई दिल्ली में तीन वर्षों के लिए संचयी जमा योजना के अंतर्गत के लिए 14 प्र. की व्याज दर से 10-03-95 को निवेश की गई :

राशि	पिछले निवेश	भुगतान की	भुगतान तिथि के	अभियुक्तियां
1. 5 00,000/-	16-02-90	16-02-95	बाद देय राशि 5,55,947/-	वकाया राशि राष्ट्रीय बाल कोष
2. 5,00,000/-	21-02-90	21-02-95	5,55,947/-	के वचन खाने में जमा
3. 10,26,700/-	27-11-94	25-02-95	10,44,421/-	कराई जायेगी
4. 76,74,944/-	28-02-94	28-02-95	85,00,000/-	

2. भारत सरकार के तत्कालीन समाज कल्याण विभाग के दिनांक 2 मार्च, 1979 के समय समय पर यथा संशोधित मा. आ. 130 (ई) की अधिसूचना के साथ प्रकाशित राष्ट्रीय बाल कोष, नई दिल्ली के संचालन की योजना के अनुसार प्रयोग किए जाने हेतु उपरोक्त खाना भारतीय पूर्व विन्यास के खजानों के नाम होगा।

[संख्या 13-6/95 टी.आर.]

रतन चन्द, अवर सचिव

## MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Women &amp; Child Development)

IN THE MATTER OF THE CHARITABLE ENDOWMENTS ACT, 1890

(6 of 1890)

IN THE MATTER OF THE NATIONAL CHILDREN'S FUND, NEW DELHI

New Delhi, the 22nd March, 1995

S.O. 1110.—On the application made by and with the concurrence of the Board of Management of the National Children's Fund, New Delhi and in exercise of the powers conferred by Section of the Charitable Endowments Act, 1890 (6 of 1890), the Central Government do hereby order that the sum of Rs. 1,05,00,000/- (Rupees One crore and Five lakh only as per particulars given below be invested in Cumulative Deposit Scheme for 3 years in Indian Oil Corporation Limited, New Delhi, at the rate of interest 14% per annum w.e.f. 10-3-1995.

S.No.	Amount (Rs.)	Date of investment	Date of maturity	Maturity Value in (Rs.)	Remarks
1.	5,00,000/-	16-02-90	16-02-95	5,55,947/-	Surplus amount will be deposited in Saving Bank Account of NCF
2.	5,00,000/-	21-02-90	21-02-95	5,55,947/-	
3.	10,26,700/-	27-11-94	25-02-95	10,44,421/-	
4.	76,74,944/-	28-02-94	28-02-95	85,00,000/-	

2. The above account shall vest in the Treasurer of Charitable Endowments of India to be held by him for being applied in accordance with the scheme for the administration of the National Children's Fund, New Delhi published with the Notification of the Government of India in the then Department of Social Welfare No. S.O. 120(F) dated the 2nd March, 1979 as amended from time to time.

[F.No. 13-6/95-TR]

RATTAN CHAND, Under Secy.

नई दिल्ली, 24 मार्च, 1995

का.आ. 1111.—पूर्व विन्यास अधिनियम, 1890 (1890 का 6) की धारा 10 के अनुसरण से केन्द्रीय सरकार एतद्वारा आदेश देती है कि भारत के लिए पूर्व विन्यास के खजानों भूतपूर्व वित्त मंत्रालय अधिक कार्य विभाग, नार्थ ब्लाक ए, नई दिल्ली में

निहित तथा सचिव खजाने (राष्ट्रीय बाल कोष) के नाम जमा 25,00,000/- (पच्चीस लाख रुपये केवल मात्र) नीचे दिए गए व्यय के अनुसार के अंकित मूल्य को निम्नलिखित प्रतिभूतियों संबंधी पतितान आय को सचिव खजाने (राष्ट्रीय बाल कोष) के नाम अंतरित कर दिया जाय।

प्रतिभूतियों का विवरण  
पंचवर्षीय डाकखाना आवधिक जमा योजना

अंकित मूल्य  
25,00,000/-

जिस तिथि को देय है  
31-03-95

[संख्या 13-6/95 टी.आर.]

रतन चन्द, अवसर सचिव

New Delhi, the 29th March, 1995

S.O. 1111.—In pursuance of Section 10 of the Charitable Endowments Act 1890 (6 of 1890), the Central Government do hereby order that the redemption proceeds in respect of the following securities of the face value of Rs. 25,00,000 (Rupees Twentyfive lakh only) as per details given below, held in the name of Secretary-Treasurer (NCF) and vested in the Treasurer of Charitable Endowments for India erstwhile Ministry of Finance, Department of Economic Affairs, North Block, New Delhi be transferred to the Secretary/Treasurer (NCF).

Description of Securities	Face Value	Maturing no
1. Five Years Post Office Time Deposit Scheme		
	Rs 25,00,000	31-03-1995
	[File No. 13-6/95-TR]	
	RATTAN CHAND. Under Secy.	

अनुसूची

कनाडा कार्नेर नामिक (महाराष्ट्र) पिन कोड 422002 को कर सकेगा।

तहसील	मिबंडी	जिला : ठाणे	राज्य : महाराष्ट्र	
गांव का नाम	मर्बे/गट नंबर	क्षेत्र		
		टक्केदार	आर	सेंटिआर
भादने	89/2	0	21	00
	89/3	0	14	22
	74	0	17	00
	71	0	12	00

[सं. आर-31015/2/94 ओ आर-II]

के. सी. कटोच, अवसर सचिव

## MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 19th April 1995

S.O. 1112.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Motor Spirit, Superior Kerosene Oil and High Speed Diesel for the Refinery of Bharat Petroleum Corporation Limited, Mahul Bombay to Manmad in the State of Maharashtra, a pipeline should be laid by Bharat Petroleum Corporation Limited;

And whereas for the purpose of laying such pipeline it is necessary to acquire the right of user in the lands described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962, (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may within 21 days from the date on which the copies of the notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri A. N. Deshpande, Competent Authority, Bombay—Manmad Pipeline Project, Bharat Petroleum Corporation Limited, Vasant Market, Canada Corner, Nasik (Maharashtra)-422002.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 19 अप्रैल, 1995

का. आ. 1112.—ज्यकि, केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में पेट्रोलियम कार्पोरेशन लिमिटेड की परिष्करण माहुल, मुंबई से मनमाड तक मोटर स्पिरिट, उत्कृष्ट किरोसिन तेल और हाई स्पीड डीजल के परिवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा पाइप लाइन बिछाई जाय;

और जबकि, ऐसी पाइप लाइन के प्रयोजनों के लिए इस अधिसूचना में उपावृद्ध अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः, अब, इस अधिसूचना के द्वारा केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962) (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

उक्त अनुसूची में वर्णित भूमि में हितवद्ध कोई व्यक्ति, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां मांगारण जनता को उपलब्ध करा दिए जाने की तारीख से 21 दिन के भीतर उनमें उपयोग के अधिकार का अर्जन या भूमि में पाइप लाइन बिछाने के संबंध में आपत्ति लिखित रूप में श्री ए. एन. देशपांडे, सक्षम अधिकारी, मुंबई मनमाड पाइप लाइन परियोजना, भारत पेट्रोलियम कार्पोरेशन लिमिटेड वसंत मार्केट

## SCHEDULE

Tahsil : Bhivandi. District : Thane. State : Maharashtra				
Name of Village	Survey No./Gat No	Area		
		Hectares	Acre	Centiare
1	2	3	4	5
Bhadane	89/2	0	21	00
	89/3	0	14	22
	74	0	17	00
	71	0	12	00

[F. No. R-31015/2/94-OR.II]

K.C. KATOCH, Under Secy.

नई दिल्ली, 19 अप्रैल, 1995

का. आ. 1113.—जबकि, केन्द्रीय सरकार, ने पेट्रोलियम और खनिज पार्श्व लाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन जारी की गई और भारत के राजपत्र भाग II खंड 3 उपखंड (ii) हिन्दी पाठ पृष्ठ सं. 1813 से पृष्ठ सं. 1816 पर प्रकाशित, भारत सरकार, पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 1323 तारीख 11 जून, 1994 द्वारा उस अधिसूचना के साथ उपाबद्ध अनुसूची में वर्णित भूमि का अर्जन करने के अपने आग्रह की सूचना दी थी और जबकि केन्द्रीय सरकार की जानकारी में यह लाया गया है कि राजपत्र में प्रकाशित उक्त अधिसूचना में सद्रण प्रकृति की कुछ गलतियाँ रह गई हैं ;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम, की धारा 3 की उपधारा (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिसूचना में उपाबद्ध अनुसूची में निम्नलिखित संशोधन करती है अर्थात् :—

उक्त अधिसूचना में,

पृष्ठ 1814 में : अनुसूची के नीचे डोंगरगांव में स्तंभ 3, 4, 5 के नीचे सर्वे नंबर 395 के सामने 0-14-10 के स्थान पर 0-19-10 पढ़ें।

पृष्ठ 1814 में : अनुसूची के नीचे धारणगांव खड़क में स्तंभ 3, 4, 5 के नीचे सर्वे नंबर 122/3 के सामने 0-23-9 के स्थान पर 0-25-95 पढ़ें।

पृष्ठ 1814 में : अनुसूची के नीचे धारणगांव खड़क में स्तंभ 3, 4, 5 के नीचे सर्वे नंबर 110 के सामने 0-18-87 के स्थान पर 0-18-75 पढ़ें।

पृष्ठ 1816 में : अनुसूची के नीचे महाजनपुर में स्तंभ 3, 4, 5 के नीचे सर्वे नंबर 97 के सामने 0-49-55 के स्थान पर 0-49-65 पढ़ें।

ऐसी भूमि में, जिनके बाबत उपरोक्त संशोधन जारी किया गया है, हितवद्ध कोई व्यक्ति उस तारीख से, जिसको इस अधिसूचना की प्रतियाँ माधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उक्त अधिनियम की उपधारा 5 के निबन्धनों के अनुसार उक्त भूमि के संपूर्ण या किसी भाग के अधिकार के अर्जन किये जाने के संबंध में आपत्ति श्री ए. एन. देगपांडे, मध्यम प्राधिकारी, बम्बई मनमाड पार्श्व लाइन परियोजना, 9-13, दूसरी मंजिल, बसंत मार्केट कनाडा कार्नेर नामिक - 422002 को कर सकेगा।

स्पष्टीकरण : इस अधिसूचना के द्वारा संशोधित भूमियों, खसरा संख्याओं और क्षेत्र के बाबत ही उक्त अधिनियम की धारा 5 की उपधारा (i) के निबन्धनों के अनुसार इक्कीस दिन की उक्त अवधि उस तारीख से प्रारम्भ होती है जिसको यह अधिसूचना राजपत्र में प्रकाशन के पश्चात् जनता को उपलब्ध करा दी जाती है।

[फाइल सं. आर - 31015/5/93 - ओ आर-II]  
के. सी. कटोच, अवसर सचिव

New Delhi, the 19th April, 1995

S.O. 1113.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 1323 dated 11th June, 1994 published in the Gazette of India, Part II, Section 3, Sub-section (ii) at pages 1816 to 1819 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government gave notice of its intention to acquire the lands

specified in the Schedule appended to that notification;

And whereas, it has been brought to the notice of the Central Government that certain errors of printing nature have occurred in the publication of the said notification in the Gazette;

Now, therefore, in exercise of the powers conferred by sub-section (ii) of Section 3 of the said Act, the Central Government hereby amends the schedule appended to the said notification as follows namely:

In the said notification,—

- (i) at page 1817, in village Dongergaon, under Column 2, for Survey Number 305|1, read Survey Number 350|1;
- (ii) at page 1817, in village Dongergaon, under Column 2, for Survey Number 99, read 99|C|1, and for Survey Number 99 read 99|C|2;
- (iii) at page 1818, in village Gujarwadi, under Column 2, for Survey Number 439, read Survey Number 429, and for Survey Number 402|1, read Survey Number 420|1;

Any person interested in any land in respect of which the above amendment has been issued, may within twenty one days from the date on which the copies of the notification are made available to the general public, object to the acquisition of the whole or any part of the said land or any right in or over such land in the terms of sub-section 5 of said Act to Shri A. N. Deshpande, Competent Authority, Bombay—Manmad Pipeline Project, 9-13, 2nd floor, Vasant Market, Canada Corner Nasik-422002.

Explanation: In respect of the lands, Khasara number and area amended through this notification only, the said period of twentyone days in terms of sub-section (1) of Section 5 of the said Act starts running from the date of notification is made available to the public after its publication in Official Gazette.

(File No. R-31015|5|93-OR-II)

K. C. KATOCH, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 23 मार्च, 1995

का.आ 1114.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल के प्रबंधक के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-1995 को प्राप्त हुआ था।

[सं. एल-22012/353/92-आईआर(सी-II)]

राजालाल, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 23rd March, 1995

S.O. 1114.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on the 22-3-95.

[No. L-22012/353/92-IR(C-II)]

RAJA LAL, Desk Officer

## ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)  
Case Ref. No. CGIT/LC(R)(58)/1993  
BETWEEN

Deputy General Secretary (C), National Colliery Workers  
Federation (NIO), P.O. Kotma Colliery, District  
Shahdol (MP).

AND

The General Manager, Jamuna and Kotma Areas of  
S.E.C. Ltd. P.O. Jamuna Colliery, District Shahdol  
(MP).

PRESIDED IN: By Shri Arvind Kumar Awasthy.

APPEARANCES:

For Union: Shri S. K. Rao, Advocate and Shri A. K.  
Desgupta, Dy. Gen. Secy.

For Management: S/Shri N. S. Kale and A. K. Shastri,  
Advocates and Shri D. Chakravorty, Personnel  
Manager.

INDUSTRY: Coal Mines.

DISTRICT: Shahdol (MP).

## AWARD

Dated, March 13, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/353/92-IR (C-II) dated 5-3-1993, for adjudication of the following industrial dispute:—

## SCHEDULE

"Whether the miners performing job of Dresser-cum-Loaders and also performing ancillary jobs are entitled for piece rate group wages and allowances on the basis of 61 cft coal loading in Kotma, Jamuna 9/10 and Govinda Collieries w.e.f. 1979? If so, to what relief the workmen concerned are entitled to?"

2. Parties as arrayed in the reference order were noticed to file their respective statement of claim. On 26-12-1994 Counsel for parties stated that they have reached to the interim settlement and sought time to file the same. On 16-1-95 an application was moved by the other Union for making them intervenor. Case was thereafter fixed for filing of reply to the application for intervenor. On 13-3-95 parties to the dispute filed the reply. Parties have also filed the Settlement dated 6th February, 1995 duly signed by the President and the Dy. General Secretary of the Union and officers of the management including Shri D. Chakravarty, Personnel Manager (P), Jamuna Kotma Area.

3. Arguments were heard on the application for intervenor. The dispute of the workmen was espoused by the National Coal Workers Federation. Therefore it is held that the other Union has no locus standi to challenge the Settlement. It can raise the industrial dispute in accordance with the law.

4. Parties filed the Settlement and their representation verified it, the terms of which are as under:—

## TERMS OF SETTLEMENT

1. It is agreed that the concerned workmen although designated as Miners are doing the work of dresser-cum-loader/Drill Coal miner. It is further agreed that they will be paid as per the existing work load of 81 cft. and the same shall not be reduced. However, pro-rata increase on the basic rate based on 61 cft. work load of Group Wages V-A would be given to Miners of Kotma, Govinda and Jamuna 9/10 w.e.f. 1-1-85 i.e. at the rate of Rs. 32,997 (Rs. 24.95 ÷ 61.0 cft. × 81.0 cft. for the period from 1-1-85 to 31-12-86 and Rs. 57.51 (Rs. 43.31 ÷ 61.0 cft. × 81 cft. for the period from 1-1-87 onwards for work load of 81 cft.

2. It is further agreed that fall back wages, if any, would be paid on the basis of enhanced basic of 81.0 cft work load i.e. Rs. 32,997 for the period from 1-1-85 to 31-12-85 and Rs. 57.51 for the period from 1-1-87 onwards.

3. It is agreed that the ancillary allowance for 40.5 ctt. will be paid at the rate of Rs. 1.32 paise and no allowance for solid blasting shall be payable and the payment already w.e.f. 1-1-85, and thereafter, shall be adjusted accordingly in the arrears arising out of this settlement and the workman shall continue to do actual job of dressing, helping the driller in drilling, helping the Shotfirer in stemming etc., as is done at present and as has been the practice.
4. It is agreed by both the parties that arrears arising out of this settlement, shall be payable to the Miners for the period from 1-1-85 to 30-9-94 and the payment will be made within a period of three months and break up of arrears yearwise will be given to each individual. This is also agreed that Union will not make any claim of arrears whatsoever prior to 1st January, 1985.
5. It is agreed that the mode of payment of the arrears to the existing Miners on roll as well as those who have either retired or declare medically unfit or retired under voluntary retirement scheme will be made through State Bank of India, Jamuna Branch.
6. It is agreed that in case of any dispute/problem regarding identification of Miners/Nominee/Legal heir, two of the three Union representatives, namely Shri A. K. Goutam, Shri R. P. Mandal and Shri A. K. Dasgupta and the PM/DY PM/SR PO of the concerned unit will certify the genuineness of the person/sort out the problem.
7. It is agreed that payment of arrears in respect of deceased miners will be made to such of legal heirs who were nominated by the deceased miners for payment of both gratuity and PF where such nominee is not available, payment will be made as per succession certificate.
8. It is agreed that the affidavit and authorisation given by the concerned miners to the NCWF Union to deal the case on their behalf will be submit and it will be treated as a part of the settlement.
9. Both the parties agreed that in case of any dispute that may arise in the matter of implementation of the settlement, the same shall be referred to the Director (P). SFCL, Bilaspur, whose decision shall be final and binding on the parties.
10. It is agreed by both the parties that this settlement is full and final in all respects and to the entire satisfaction of the Union concerned and the workmen any dispute/claim pending before the authority/anywhere shall be treated as withdrawn and 5 copies of this settlement shall be submitted before Central Government, Industrial Tribunal, Jabalpur, for passing consent award in terms of settlement in respect of above case No. CGIT/LC/R:58/93 pending before it.
5. The Union NCWF, have filed 267 affidavits in support of the Settlement. The terms of Settlement arrived at mutually between the parties are just and fair. Award is made in terms of the aforementioned Settlement. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 23 मार्च, 1995

का.आ. 1115—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इल्युसी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-95 को प्राप्त हुआ था।

[सं. एल-22012/125/91-आईआर(सी-II)]

राजालाल, डेस्क अधिकारी

New Delhi, the 23rd March, 1995

S.O. 1115.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government

hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on the 22-3-95.

[No. L-22012/125/91-IR(C-II)]  
RAJA LAL, Desk Officer

#### ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)  
Case Ref. No. CGIT/LC(R)(1)/1992

#### BETWEEN

S/Shri D. S. Verma, Mohd. Niyaz and Azizuddin,  
represented through the Secretary, R. K. K. M. S.  
(INTUC), P.O. Chandametta, District Chhindwara  
(MP).

#### AND

The General Manager, Western Coalfields Ltd., Kanhan  
Area, P.O. Dungaria, District Chhindwara (MP).

PRESIDED IN: Shri Arvind Kumar Awasthy.  
APPEARANCES:

For Workmen: Shri S. K. Rao, Advocate.

For Management: Shri G. S. Kanoor, Advocate.

INDUSTRY: Coal Mines. DISTRICT: Chhindwara (MP).

#### AWARD

Dated, March 2, 1995

This is a reference made by the Central Government, Ministry of Labour vide its Notification No. L-22012/125/91-IR(C-II) dated 26-12-1991, for adjudication of the following industrial dispute:—

#### SCHEDULE

"Whether the action of the management of General Manager, WCL, Kanhan Area, PO: Dungaria, Distt. Chhindwara (MP) in not promoting/regularising S/Sri D. S. Verma S/o Bhagat Singh Verma, Mohd. Niyaz S/o Mohd. Usman and Azizuddin S/o Hasanuddin, Overmen of Nandan Coal Mines No. 1 of WCL, Kanhan Area, P.O. Nandan, Distt. Chhindwara (MP) to Sr. Overmen Tech. Gr. 'A' is justified? If no, to what relief the workmen are entitled to?"

2. Reference order was received on 2-1-1992 in the Tribunal and since then in spite of repeated notice sent to the workmen/union, the workmen have not appeared nor statement of claim has been filed by the workmen/union. The management has also not filed the statement of claim. It appears that the workmen are not interested in pursuing the matter. No dispute award is, therefore, passed. No order as to costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 23 मार्च, 1995

का.आ. 1116—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण, में केन्द्रीय सरकार एन सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-95 को प्राप्त हुआ था।

[सं. एल-22012/418/90-आईआर(सी-II)]

राजालाल, डेस्क अधिकारी

New Delhi, the 23rd March, 1995

S.O. 1116.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of N. C. Ltd., and their workmen, which was received by the Central Government on the 22-3-95.

[No. L-22012/418/90-IR-C-II]  
RAJA LAL, Desk Officer

## ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)  
Case Ref. No. CGIT/LC(R)(1)/1994

## BETWEEN

Shri Tribhuvan Ojha, represented through the Secretary, Singrauli Koyla Mazdoor Sangh, Branch Jhingurda, District Sidhi (MP).

## AND

The General Manager, Jhingurda Project of NCL, Post Jhingurda Colliery, District Sidhi (MP).

PRESIDED IN : By Shri Arvind Kumar Awasthy.

## Appearances :

For Workman : None.

For Management : Shri S.D.S. Yadav.

INDUSTRY : Coal Mines DISTRICT : Sidhi (MP)

## AWARD

Dated : March 1, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/418/90-IR(C-II) Dated 31-12-93, for adjudication of the following industrial dispute :—

## SCHEDULE

"Whether the action of the management of Jhingurda Project of NCL in denying the benefits under para 9.4.3 of NCWA-IV to Shri Tribhuvan Ojha is legal and justified ? If not, to what relief the concerned workman is entitled to ?"

2. Reference was received in the Tribunal on 4-1-1994 and since then inspite of the repeated notice sent to the workman, the workman has not appears and the statement of claim has also not filed by the workman. The management has also not filed the statement of claim. It appears that the workman is not interested in pursuing the matter. No dispute award is passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 23 मार्च, 1995

का.आ. 1117—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-95 को प्राप्त हुआ था।

[सं. एन-21012/22/87-डी-III(बी)]

राजालाल, डेस्क अधिकारी

New Delhi, the 23rd March, 1995

S.O. 1117.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on the 22-3-95.

[No. L-21012/22/87 D-III(B)]

RAJA LAL, Desk Officer

## ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

CASE REF. NO. CGIT/LC(R)(132)/1987

## BETWEEN

Shri Surendra Kumar Tiwari, represented through the General Secretary, M. P. Colliery Workers Federation, P.O. South Jagrakhand Colliery, District Surguja (MP).

## AND

The Sub-Area Manager, Bijuri Sub-Area, P.O. Bijuri Colliery, District Shahdol (MP).

PRESIDED IN : By Shri Arvind Kumar Awasthy.

## Appearances :

For Workman : Shri Rohit Arya, Advocate.

For Management : Shri P. S. Koshy, Advocate.

INDUSTRY : Coal Mines DISTRICT : Shahdol (MP)

## AWARD

Dated : March 7, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-21012/22/87-D.III (B) Dated 23-7-1987, for adjudication of the following industrial dispute :—

## SCHEDULE

"Whether the termination of the services of Shri Surendra Kumar Tiwari, Category I Mazdoor vide letter No. BJ/SAM/14017-29 dated 3-2-1985 by the Sub-Area manager, Bijuri Colliery of SECL, Distt. Shahdol is justified ? If not, to what relief the workman is entitled to ?"

2. Admitted facts of the case are that the workman, Shri Surendra Kumar Tiwari, was appointed as casual worker for temporary period from 25-7-83 to 31-8-83. It is also not in dispute that even after expiry of the period on 31-8-83, the workman continued in employment till 1-2-1985.

3. The case of the workman is that his conditions of service are governed by the Certified Standing Orders of the National Coal Development Corporation and as he has served for more than three months against a permanent vacancy, he acquired the status of a permanent employee as per definition stipulated under the Standing Orders; that the management has illegally served the order dated 3-2-1985 of termination of his services. The management could not have been terminated his service without assigning any reason and without affording him the opportunity and as such the workman is entitled for reinstatement with back wages.

4. The case of the management is that due to oversight and mistake in the office the workman continued in employment. It is further alleged by the management that on 2-2-85 at about 11-30 the workman assaulted Shri P. K. Mukherji, Manager Incharge Loksahara Incline and as such the workman was removed without departmental enquiry.

5. The terms of reference were made the issue in the case. The workman produced one document and examined himself along with Shiv Kumar. The management examined Shri P. K. Mukherji and Shri Jai Govind Shukla and produced three documents.

6. The contention of the workman is that the management has failed to prove the allegation that on 2-2-85 at about 11.30 a.m. the workman has assaulted Shri P. K. Mukherji in his office.

7. Shri Surendra Kumar Tiwari having worked continuously for one and a half year against the permanent vacancy, acquired the status of a permanent employee as Sub-clause (b) of Cl.3 of the Certified Standing Orders and it was incumbent on the management under Clause 14(a) of the Standing Order to hold the enquiry against the workman regarding the misconduct before terminating him from service.

8. Consequently, the point for consideration is whether the management has succeeded in proving that on 2-2-85 at about 11-30 a.m. the workman has assaulted Shri P. K. Mukherji, Manager Incharge while he was discharging his duty.

9. From the statement on oath of workman, Shri Surendra Kumar Tiwari, it is clear that on 2-2-85 at about 10.00 a.m. he was in the office of Shri P. K. Mukherji who was on duty. From the statement of Shri P. K. Mukherji, it is clear that on 2-2-85 when he was discussing certain official matters relating

to attendance with Shri Jai Govind Shukla, M.T.K. the workman Shri Surendra Kumar Tiwari came into his office and made a request to make him a permanent employee, Shri Surendra Kumar Tiwari got wild and gave 3/4 slaps on his face. Shri Mukerji has further stated that the blood came out from the left part of his eye and his spectacles were broken and he reported the matter to the police vide Ex. M/2. The eye witness of the occurrence is Shri Jai Govind Shukla and his presence in the office at the relevant time is admitted by the workman in his cross-examination. Shri Jai Govind Shukla has clearly stated that the workman gave three slaps on the face of Shri P. K. Mukerji and Shri Mukerji sustained the injury in his eyes. Not an iota of evidence exists in his cross-examination to discredit the statement of Shri Jai Govind Shukla. Shri Jai Govind Shukla has no enmity with the workman and no reasons whatsoever exist to show that Shri Jai Govind Shukla is interested in giving false evidence against the workman.

10. In view of the fact that the presence of Shri Jai Govind Shukla at the time of incidence is admitted and natural I hold that Shri Jai Govind Shukla is a material and important eye witness and his statement fully supports the allegation of the complainant.

11. The workman, Shri S. K. Tiwari, has stated that on 2-2-85 when he went to meet Shri Mukerji in his office, Shri Mukerji stated that his mood is off, Shri Mukerji pushed him out from the office. Shri Tiwari has further stated that he has reported the matter vide Ex. M/1 to Sub-Area Manager. From the perusal of Ex. M/1 it is clear that the workman, Shri Surendra Kumar Tiwari, made a wild allegation against Shri P. K. Mukerji and it was alleged that Shri Mukerji gave two slaps to him and even he was abused by Shri Mukerji. The workman, Shri S. K. Tiwari, has not stated before the Tribunal about slapping or abusing him by Shri Mukerji. This vital contradiction on the statement of Shri Surendra Kumar Tiwari (W.W.1) and his report Ex. M/1 goes to show that either his report is false or his statement before the Tribunal is false. The witness of the workman, Shiv Kumar (W.W.2), has neither stated that Shri Surendra Kumar Tiwari was assaulted by Shri Mukerji or abuses were hurled on him or he was pushed out from the office.

12. Shiv Kumar (WW-2) has stated that Shri Mukerji was asking the workman to go out from the office and he was keeping one of his hands on the shoulder of the workman. Consequently, in view of the flagrant contradiction between the statement of workman, Shri Surendra Kumar Tiwari, and his report (Ex. M/1) and in view of the statement of his witness, Shiv Kumar, the clear conclusion is that the defence story of the workman is false, contradictory and unacceptable.

13. The statement of Shri P. K. Mukerji is fully corroborated by an independent and reliable eye witness, Shri Jai Govind Shukla, and F.I.R. (Ex. M/2). The workman committed gross misconduct by assaulting, abusing and slaps the senior officer of the management in the office and such a misconduct is also punishable under Sec. 332 of I.P.C. The removal from the service of such an erring workman is just and proper punishment in this case.

14. The management is responsible for such unfortunate happenings because the management was guilty of keeping a casual worker for temporary period for more than one and a half year. The management has admitted in the statement of claim that due to oversight and mistake Shri Surendra Kumar Tiwari continued in employment. The concerned authority should punish the officer responsible of such mistake to avoid such reoccurrence.

15. The termination of the service of the workman is just and proper and he is not entitled to any relief. Reference is answered in favour of the management. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 23 मार्च, 1995

का. आ. 1118—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर

के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-95 को प्राप्त हुआ था।

[सं. एल-21012/38/86-डी-III(बी)]

राजालाल, डेस्क अधिकारी

New Delhi, the 23rd March, 1995

S.O. 1118.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers, in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on the 22-3-95.

[No. L-21012/38/86 D-III(B)]

RAJA LAL, Desk Officer

#### ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

CASE REF. NO. CGIT/LC(R)(73)/1987

#### BETWEEN

Shri Naniram represented through the Secretary (C), S.K.M.S. (AITUC), Bankimongra. P.O. Bankimongra, District Bilaspur (MP).

#### AND

The Sub-Area Manager, Surakachhar Colliery, SECL, P.O. Bankimongra, Distt. Bilaspur (MP).

PRESIDED IN : By Shri Arvind Kumar Awasthy.

Appearances :

For Workman : Shri Arvind Srivastava, Advocate.

For Management : Shri A. K. Shasi, Advocate.

INDUSTRY : Coal Mines DISTRICT : Bilaspur (MP)

#### AWARD

Dated : March 1, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-21012/38/86-D.III (B) Dated 27th May, 1987, for adjudication of the following industrial dispute :—

#### SCHEDULE

"Whether punishment of dismissal imposed by the management of Surakachhar Colliery of SECL, P.O. Bankimongra, District Bilaspur (M.P.) on Shri Naniram is disproportionate to his misconduct? If yes, to what relief the workman is entitled for?"

2. It is not in dispute that the workman absented from duty without leave or permission from 12-1-1983.

3. The workman further admits that from 12-1-1983 to the completion of the domestic enquiry he remained absent i.e. the workman was absent for more than nine months. The workman did not send the application for leave, the reasons for absence are not proved nor any evidence if led by the workman to show that on account of his illness he was not able to join duties. The fact that the workman has even not intimated the management about his illness during the alleged period of nine months, clearly goes to show that the workman was careless. The learned counsel for the management has failed to show any citation in which such long absence of the workman were condoned and the dismissal of the workman from the service was not found just and proper. On the other hand, in view of the relevant Standing Orders the unauthorised absence from duty for more than 10 days is a ground of the removal of the workman from service.

4. The workman is not entitled for the indulgence and compassion by the Tribunal because it is clear from his record that he was in habit of remaining without leave and permission. The total attendance of the workman in the year 1981 was 228 days, in 1982 only 117 days and in 1983 only 6 days.

5. The general law laid down in the case of R. K. Mishra Vs. State of U.P. 1982 (2) LLJ p. 172 is that the Tribunal has jurisdiction to interfere with the punishment when the punishment was either disproportionately heavy or excessive.

6. Looking to the previous record of the workman and



very long absenteeism. I do not find any ground to interfere in the punishment awarded to the workman. Consequently, the punishment of dismissal imposed by the management is not disproportionate to the misconduct. The workman is not entitled for any relief. Reference is answered in favour of the management. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 24 मार्च, 1995

का.आ.1119.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. ऑयल एण्ड नेचुरल गैस कॉर्पोरेशन लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, बड़ोदरा के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-3-95 को प्राप्त हुआ था।

[संख्या एल-30011/16/91-आईआर(विविध)/कोल-I]

ब्राज मोहन, डेस्क अधिकारी

New Delhi, the 24th March, 1995

S.O. 1119.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Vadodara as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Oil and Natural Gas Corporation Ltd. and their workmen, which was received by the Central Government on the 24-3-1995.

[No. L-30011/16/91-JR (Misc.)(Coal-I)]

BRAJ MOHAN, Desk Officer

#### ANNEXURE

BEFORE SHRI A. B. MARATHE, INDUSTRIAL TRIBUNAL, VADODARA

Reference (IT) No. 4/1991

#### BETWEEN

Oil and Natural Gas Corporation Ltd.,

(Central Workshop),

Notice to be served on the

General Manager,

Makarpura, Vadodara

... First Party

#### AND

Its workmen, namely :

1. Padhiyar Bhikhabhai Budhabhai,

2. Rathod Amarsingh Bhagvandas,
  3. Rathod Pasabhai Chhotabhai,
  4. Rathod Khodabhai Bhagvandas,
  5. Rathod Ravajibhai Pujabhai,
  6. Khatri Ramesh Prakash,
  7. Rajput Manubhai Somabhai,
  8. Makavana Naginbhai V.
  9. Sinde Datta Dhonda,
  10. Pawar Vijya Shivrani,
  11. Gayakwad Suresh Vitthal,
  12. Barage Gangaram Bhagu,
  13. Patil Bhalerao Shantaram,
  14. Jadhav Narayan Madhav,
  15. Patel Virchandbhai Bechardas,
  16. Gayakwad Dattaram Bhausaheb,
  17. Parmar Hasumukhsingh Laxmansingh,
  18. Patel Kanubhai Hathibhai,
  19. Rathod Kalidas Melabhai,
  20. Barat Pravinchandra Narbhesankar,
  21. Kanchare Bhikha Babu,
  22. Kesarker Vishnu,
  23. Patanwadiya Govind,
  24. Patanwadiya Bhikha Babubhai,
  25. Patanwadiya Manoj Babuji,
  26. Kachare Dagadu Baburao,
  27. Gayakwad Dipak Bhausaheb,
  28. Patel Dineshkumar.
- All represented by :
- Baroda Mazdoor Sabha,
- "Shram Sadhana", Raopura,  
Vadodara
- ... Second Party
- Shri A. H. Mehta—learned advocate—for the First Party.
- Shri Sudhirbhai J. Shah—learned advocate for workmen
- at Sr. Nos. 1 to 12 of second party.
- Shri Narendra R. Shahani—learned advocate for workmen at Sr. Nos. 13 to 28 of the second party.
- Reference u s. 10(1)(d) and (2-A) of the Industrial Disputes Act, 1947.

## AWARD

(1) The 28 workmen mentioned in the second party are working as such in the canteen of the Central Workshop of the first Party Oil & Natural Gas Corporation Ltd., hereinafter referred to as 'the Corporation'. Their designations, the dates since when they are working, total number of years in service given by them and the daily wages payable to them are shown in the following table:—

Sr. No.	Names	Designation	Date of Joining	Years & months in service	Daily wages
1.	Padhiyar Bhikhabhai Budhabhai.	Helper	1-2-69	22 Yrs. 6 M.	25-60
2.	Rathod Amarsingh Bhagvandas.	"	1-1-71	20 Yrs. 7 M.	25-60
3.	Rathod Pasabhai Chhotabhai.	"	1-2-71	21 Yrs. 6 M.	25-60
4.	Rathod Khodabhai Bhagvandas.	"	1-4-72	19 Yrs. 4 M.	25-60
5.	Rathod Ravajibhai Pujabhai.	"	1-9-73	18 Yrs.	25-60
6.	Khatri Ramesh Prakash.	"	15-4-74	17 Yrs. 4 M.	25-60
7.	Rajaput Manubhai Somabhai.	Tea Maker	1-3-75	16 Yrs. 4 M.	26-65
8.	Makavana Naginbhai V.	Helper	1-4-76	15 Yrs. 4 M.	25-60
9.	Sinde Datta Dhonda.	Helper	1-5-81	10 Years.	25-60
10.	Pawar Vijaya Shivram.	Snacks maker	1-8-82	9 Years.	26-65
11.	Gayakwad Suresh Vittal.	Helper	1-8-83	8 Years.	25-60
12.	Barage Gangaram Bhagu.	"	5-8-84	7 Years.	25-60
13.	Patil Bhalerao Shantaram.	"	3-10-84	7 Years.	25-60
14.	Jadhav Narayan Madhav.	Supervisor Canteen	1-3-84	7 Years 5 Months	27-70
15.	Patel Virchandbhai Becharadas.	Manager Canteen	1-1-85	6 Years 7 Months.	27-70
16.	Gayakwad Dattaram Bhausaheb.	Helper	2-7-85	6 Years.	25-60
17.	Parmar Hasumuk singh Laxmansingh.	Cook Assistant	1-10-84	7 Years.	26-65
18.	Patel Kanubhai Hathibhai.	Supervisor	1-7-85	6 Years.	27-70
19.	Rathod Kalidas Melabhai.	Helper	1-8-84	7 Years.	25-60
20.	Barat Pravinchandra Narbhesanker.	Cook	1-7-85	4 Years.	23-95
21.	Kanchare Bhikha Babu.	"	12-10-84	6 Years.	25-60
22.	Kesarker Vishnu	"	10-10-86	5 Years.	25-60
23.	Patanwadia Govind	"	15-10-86	5 Years.	25-60
24.	Patanwadiya Bhikha Babubhai.	"	1-11-86	5 Years.	25-60
25.	Patanwadiya Manoj Babuji.	"	11-12-86	5 Years.	25-60
26.	Kachare Dagadu Baburao.	"	1-9-86	5 Years.	25-60
27.	Gayakwad Dipak Bhausaheb.	"	1-12-86	5 Years.	25-60
28.	Patel Dinesh kumar.	"	1-11-87	2 Years.	20-95

2. Baroda Mazdoor Sabha on behalf of these 28 workmen raised an industrial dispute and, therefore, Government of India, Ministry of Labour by Order No. 30011/16/91-IR (Misc.) dated 25-6-91 referred the following issue for adjudication to this Tribunal :—

“Whether the demand of the Baroda Mazdoor Sabha, Baroda for treating the workmen of the canteen in Central Workshop, O.N.G.C., Baroda as employees of the O.N.G.C., is justified? If so, to what relief the concerned workmen are entitled and from what date and what further directions are necessary in the matter?”

3. The Union on behalf of the workmen filed their statement of claim at Ex. 3 on 9-7-81. Shri N. R. Shahani, the learned advocate has conducted practically the whole reference on behalf of the Union, but at the stage of arguments Shri Sudhirbhai J. Shah, the learned advocate has argued particularly on behalf of workmen at Sr. Nos. 1 to 12 and Shri N. R. Shahani argued on behalf of all the workmen.

4. The Union pointed out that in the first instance the 28 workmen had moved the Hon'ble High Court for relief in Special Civil Application No. 6576/80. However, subsequently that Writ Petition was withdrawn and at that time the Hon'ble High Court protected the service of the workmen for four months. However, since then the Corporation has continued the service of the workmen in the canteen without interruption. The question to be considered now is whether these 28 workmen are employees of the Corporation or whether they are employees of an independent contractor.

5. The Union contended that workmen at Sr. Nos. 1 to 12 were initially recruited as such by the Oil and Natural Gas Commission which was the original incarnation of the Corporation. Thereafter the Corporation introduced the contract labour system in the canteen for the first time on 17-9-84 without any prior notice. According to the Union this was a violation of Section 9-A of the Industrial Disputes Act, 1947, hereinafter referred to as 'the Act'. Section 46 of the Factories Act, 1948 enables the State Government to make rules requiring that in any specified factory wherein more than 250 workers are ordinarily employed, a canteen or canteens shall be provided and maintained by the occupier for the use of the workers. Accordingly, Government of Gujarat has made Gujarat Factories Rules, 1963, hereinafter referred to as 'the Rules'. Rule 72 of the Rules casts a duty on the occupier of a factory to provide in or near the factory, an adequate canteen according to the standards prescribed in the Rules. The notification mentioned in Rule 72 of the Rules is issued by the State Government on 27-11-67 and at Sr. No. 19 of the said notification the Workshop of the First Party is mentioned. Therefore, relying on Section 46 of the Factories Act, Rule 72 of the Rules and the said notification the contention of the Union is that the Corporation, being the occupier of the specified factory, owes a duty to provide and maintain a canteen for the use of the workers and it is not open to them to delegate that duty to any other agency or independent contractor.

6. On introduction of the contract labour system, the first contract was awarded to M/s. H. S. Duggal who started working from 17-9-84. On expiry of the said contract the new contract was awarded to M/s. New Chetana Lodging Boarding and Canteen Caterers with effect from 1-7-85. Thereafter, a new contractor, viz. M/s. Harsh Industrial and Commercial Caterers took over with effect from 1-11-88. Raghu M. Shetty of M/s. Sai Caterers, Baroda was awarded canteen contract of Central Workshop, Baroda with effect from 1-10-89 to 30-9-90. Again he was awarded contract initially for three months with effect from 1-10-90 to 31-12-90. He worked upto 12-10-90 and all of a sudden he absconded himself. Since it is the statutory duty of the Corporation to provide and maintain a canteen the Corporation appointed a Special Canteen Committee to run the canteen. The said committee managed the canteen till a new contractor could come in. The new contractor M/s. Intercontinental Services, Baroda started functioning with effect from 25-6-91. Therefore, the contention of the Union is that inasmuch as the workmen in the canteen

worked under the direct supervision and control of the officers of the Corporation comprising the said Special Canteen Committee, they are entitled to be treated as employees of the Corporation. The further contention of the Union is that once the workmen worked under the supervision of the Special Canteen Committee it was not open to introduce the contractor over again with effect from 25-6-91 without the notice mentioned in Section 9-A of the Act and since no notice was given, the re-introduction of the contract labour system with effect from 25-6-91 is illegal and that the workmen continue to be employees of the Corporation.

7. With passing of the Contract Labour (Regulation and Abolition) Act, 1970 it became mandatory for the Corporation, then Commission as its earlier incarnation, to get themselves registered as principal employer u/s. 7(2) of the said Act. But for long no such registration was obtained and for the first time Certificate No. ALC/ADI/9R(199)/88 dated 4-5-88 was granted making Deputy General Manager (Workshop) of the Oil and Natural Gas Commission as the principal employer. Subsequently the registration was amended in the name of Deputy Director (P and A) as principal employer by Certificate No. ALC/ADI/9R(10)/89 dated 20-7-89. Therefore, the contention of the Union is that inasmuch as the Corporation allowed canteen being run without obtaining a valid registration under the Contract Labour (Regulation and Abolition) Act right upto 4-5-88, the workmen are direct employees of the Corporation.

8. The Union further pointed out that none of the contractors under whom, according to the Corporation, the workmen worked was having a valid licence as is the requirement of Section 12 of the Contractor Labour (Regulation and Abolition) Act, 1970 and, therefore, the whole systems of contract labour was illegal and void. The result, according to the Union, is that the workmen are entitled to be treated as direct employees of the Corporation from the first date of their entry in service. The Union emphasised that this is the only legal date for the purpose of arrears and seniority in the present case.

9. The Union further pointed out and contended that upto 1984 and also during the period from 15-10-90 to 25-6-91 all the workmen in the canteen were under the direct control and supervision of the officers of the Corporation. The presence, absence, late coming, wages etc., of the workmen were being supervised and determined by the officers of the Corporation. The type of items to be prepared in canteen, purchases of raw materials and sales etc., were being directly supervised by the officers of the Corporation. The officers were also having power to reject any food articles prepared in the canteen at any of time. In the submission of the Union the so-called labour contractors were in fact not the real employers and they were also not exercising the function of control and supervision which any master is required to perform over his servants. Therefore, the workmen are direct employees of the Corporation.

10. In para (10) of their statement of claim the Union pointed out that the Ankleshwar Project of the Corporation was under a statutory obligation under the Mines Act to provide and maintain a canteen and a similar dispute was adjudicated upon by the Tribunal between the Corporation and the employees in the canteen of the Ankleshwar Project and the Tribunal by its award held the workmen to be the employees of the Corporation. The Corporation challenged the award before the High Court in Special Civil Application No. 7110/90 which came to be summarily rejected. Therefore, the argument is that the Corporation being State cannot meet out discriminatory treatment to the present workmen and they too, should be treated as direct and regular employees of the Corporation.

11. The further contention of the Union is that the workmen are working in the canteen for over five years to twenty years and yet they are treated as temporary. This is in contravention of Entry No. 10 of Schedule V of the Act and is unfair labour practice and, therefore, the reference should be answered in the affirmative.

12. The Union further pointed out that the Corporation awarded contracts for canteen in direct contravention of four tests mentioned in Section 10(2) of the Contract Labour (Regulation and Abolition) Act, 1970 and, therefore, the workmen continue to be direct employees of the Corporation.

13. The Union contended that the Corporation is "State" within the meaning of Art. 12 of the Constitution and it is bound by the provisions of Art. 14, 15 and 39(d) of the Constitution and it is under obligation to pay equal wages to the present workmen as they are paying to their of the Industrial Dispute (Central) Rules, 1971 to support of the Industrial Dispute (Central) Rules, 1971 to support this argument.

14. The Union further contended that the officers of the Corporation have control over all the activities of their members working in the Central Workshop directly. At least three of the 28 workmen have worked for more than 20 years on the day of the filing of the statement of claim and that indicates that they have been treated as permanent staff of the Corporation and the labour contractors who have operated for some time in between were totally bogus and this was only a paper arrangement to defeat the original claim of the workmen of the canteen. They, therefore, urged that it is necessary to discard this veil and to appreciate the reality behind it.

15. The Union, therefore, prayed that their members listed above be declared as workmen of the Corporation from the first date of their joining service. They should be paid all arrears of wages, money equivalent of the leave benefits, L.T.C., bonus etc., which is not paid to them with interest @ 18% p.a. They prayed for fixing the seniority of the workmen based on the dates of joining service mentioned above. They prayed for payment of lump-sum salary of three months against each block of one year service by the loss in living standard. They also prayed for cost of Rs. 10,000.

16. On 9-12-1991 the Corporation filed their written statement at Ex.9. At that time Oil and Natural Gas Commission was the then incarnation of the Oil and Natural Gas Corporation Ltd. Therefore, they pointed out that Oil and Natural Gas Commission is a statutory body under the O.N.G.C. Act, 1959 and they have u/s 32 of that Act framed "Recruitment and Promotion Regulations, 1980" for recruitment and promotion for regular employees of the Commission which are duly proved by the Government of India and published in the Official Gazette and have statutory force of law. They also pointed out that the Commission has also adopted the certified standing orders for contingent labourers duly approved by the Chief Labour Commissioner (C) New Delhi which inter alia provides service conditions of contingent employees engaged for casual work. Therefore, in the submission of the Commission if the claim of the workmen is for regularization from the first dates of their joining service, then that cannot be done without following the procedure provided for in the Recruitment and Promotion Regulations, 1980. Similarly, the regularization must be in accordance with the certified Standing Orders and if that is not done, there will be infringement of Articles 14 and 16 of the Constitution which the Commission would not do, it being State within the meaning of Art. 12 of the Constitution. After the initiation of the present reference the Oil and Natural Gas Commission became "Oil and Natural Gas Commission Ltd." and, therefore, is being referred to as "the Corporation" for the sake of convenience in the course of the present award. But since the Commission has not attempted any consequent amendment in their written statement, it is presumed that the legal position continue to be the same as is contended by them in their written statement. Therefore, the reference hereafter to "Corporation" would include reference to "Commission" as well.

17. The Corporation further pointed out that the Central Workshop, O.N.G.C., Baroda has been running the canteen for the welfare of its employees. The canteen was earlier being run by the Canteen Managing Committee through a manager on the basis of no-profit. The persons working in the canteen were engaged by the Canteen

Managing Committee (CMC) and not by the O.N.G.C. in terms of "Recruitment and Promotion Regulations, 1980". They further pointed out that consequent on the decision of the O.N.G.C. further improvement of the Canteen facilities, a subsidised Canteen Scheme was introduced vide O.N.G.C.'s Headquarters office order No. Welfare 3(42)/82 dated 14th June, 1984 whereby employees who work for 8 hours were given food, tea and snacks on the subsidised basis i.e. 20% of the price to be borne by the employees and 80% to be borne by the O.N.G.C. and those who work for 6½ hours were given only 50% total price for one meal, two cups of tea and one snack per day was not to exceed Rs. 8. The Corporation pointed out that the employees of the Central Workshop, O.N.G.C. Baroda work for 8 hours and accordingly this scheme of 80% and 20% subsidy was implemented from 17-9-1984 and the contract for running the canteen was awarded to M/s. H. S. Duggal on the basis of open tenders invited. Since then several contractors changed and the workers working in the canteen willingly accepted the new and that the workers accepted the daily wages offered to them changing contractors as their employers. They pointed out that the workers accepted the daily wages offered to them by the ever changing contractors. The Corporation contended that the daily wages were not less than the minimum wages prescribed by the State Government for contract labour.

18. The Corporation point out that the Central Workshop, O.N.G.C. Baroda is engaged in providing repairs and other support activities to the field operations for drilling and production and is pre-occupied with providing these facilities to ensure that the field operations are continued without interruption. Jobs of low technology areas available in market are given on contract to firms carrying on such jobs and the canteen services are given on contract to caterers having standing and experience.

19. The Corporation admitted that the workers being dissatisfied moved the Hon'ble High Court of Gujarat by filing Special Civil Application No. 6576/89 for certain reliefs which ultimately came to be withdrawn and the Hon'ble High Court as an interim measure protected the status of the workers for four months and that the said status has continued since then. They pointed out that the Hon'ble High Court made it clear that the granting of interim relief would not confer any special right on the workmen.

20. The Corporation pointed out that in one industrial dispute between management of the O.N.G.C., Baroda on the one hand and the Gujarat Petroleum Employees' Union on the other the Government of India declined to refer the dispute for adjudication on the ground that there is no employer-employee relationship between the O.N.G.C. and the workmen employed in the canteen vide letter No 30011/6/88-D.III B) of Desk Officer, Ministry of Labour, Government of India. The Corporation, therefore, contended that notice u/s A-9 of the Act is to be given only if there is relationship of employer and employees and since that is not so in the present case, the contention of the Union that the Corporation has breached Section 9-A of the Act is meritless.

21. The Corporation admitted that Section 46 of the Factories Act, 1948 enjoins upon the occupier duty to provide and maintain canteen. They contended that in order to discharge the said statutory obligation the occupier need not necessarily become the employer of the workmen working in the canteen. For this the Corporation relied upon a judgment of the Madras High Court published in 1991 II Labour Law Journal P. 12 (Workmen) of Ashok Leyland and Ashok Leyland Co-operative Canteen Ltd., V/s Ashok Leyland Limited and ors). They pointed out that it is true that the running of canteen is for the benefit of the employees, but running the canteen on contract has not been prohibited by the Government in accordance with the provisions of Section 10 of the Contract Labour (Regulation and Abolition) Act. The Corporation also relied upon the observations of the Supreme Court in BHEL Workers' Association, Haridwar V/s Union of India to the effect that "The Court cannot inquire into the question and decide whether the employment of contract labour in any process, operation and other work in any establishment should be abolished or not. This is a matter for the decision of the Government after considering the matters

required to be considered under Section 10 of the Act." The Corporation denied that the workmen in the present case were paid wages by the O.N.G.C. They also denied that they were granted earned leave etc., by the O.N.G.C.

22. The Corporation pointed out that Raghu M. Shetty of M/s. Sai Caterers, Baroda was awarded contract with effect from 1-10-89 to 30-9-90 and that a fresh contract was awarded to him from 1-10-90 to 31-12-90. But suddenly on 12-10-90 he absconded without notice and, therefore, since it is a statutory obligation of occupier to provide and maintain a canteen. A Special Committee was constituted to run the canteen and the said committee ran the canteen from 12-10-90 to 25-6-91. The new contractor took over from 25-6-91. In any case in the submission of the Corporation no relationship of employer and employees ever came into existence between themselves on the one hand and the present workmen on the other.

23. The Corporation admitted their belatedly obtaining registration u/s 7(2) of the Contract Labour (Regulation and Abolition) Act, 1970.

24. The Corporation pointed out that by letter No. CW/Admn/4(8)/87 dated 19/20-9-1988 they forwarded the application of contractor R. P. Bhatt, proprietor of New Chetna lodging and Boarding for licence to the Assistant Commissioner (Central) Ahmedabad, but the Assistant Labour Commissioner (Central) Ahmedabad sent it back to the contractor with certain objections. Thereafter, M/s. Harsh Industrial and Commercial Caterers, Baroda obtained licence u/s 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970 vide Licence No. ALC/ADI/92 (227) 89 dated 23-10-89. Then the Corporation has given details of licences obtained by other contractors from time to time. But impliedly it follows that the contractors were not having licences as late as upto 23-10-89.

25. The Corporation maintained that the case of the canteen workers of Ankleshwar Project is not identical to the present case.

26. The Corporation reiterated that they never recruited the workmen as their employees and a relationship of master and servants never existed between them and, therefore, the reference is liable to be rejected. On the same basis, they contended, that the workmen have no right to regularisation.

27. The Corporation relied upon a judgement of the Kerala High Court in Commenco Benoni Zinc Ltd., V/s Peppachan for the proposition that the responsibility to provide and maintain a canteen u/s 46 of the Factories Act, 1948 cannot make the management the ultimate employer for the workers engaged in the canteen for all purposes.

28. The Corporation maintained that the appropriate Government has not prohibited employment of contract labour for running a canteen u/s 10 of the Contract Labour (Regulation and Abolition) Act, 1970 and inasmuch as the Corporation has obtained registration and is giving contracts for running the canteen to contractors who hold valid licences under the Contract Labour (Regulation and Abolition) Act, 1970 there is nothing illegal in the Corporation taking work from contract labour for running the canteen.

29. The Corporation pointed out that the rates paid to the present workmen are not less than what is prescribed by the State Government under the Minimum Wages Act and in any case the qualifications, nature of job and responsibilities attached to the posts of the regular employees of the O.N.G.C. cannot be compared with those of the canteen workers, under the contractors, the demand of the workers for parity in wages with the regular employees cannot be accepted. They, therefore, prayed for rejection of the reference in toto.

30. To prove their case the Union produced three documents along with the list Ex. 12. At Ex. 12/1 there is copy of the order dated 20-2-91 of the Hon'ble High Court in Special Civil Application No. 6578/89 which the Union had initially initiated for redressal of their grievance as 860 GI/95—10

as in the present case and which was subsequently withdrawn. At Ex. 12/2 is the list of 28 workmen who are involved in the present case. Lastly, at Ex. 12/3 is the most important document, namely, copy of the award dated 24-9-92 of the Industrial Tribunal (Central) at Ahmedabad whereby the workmen of the two canteens at Sabarmati and Chandkheda at Ahmedabad and workmen of the two canteens at Baroda Project were made direct employees of the O.N.G.C. with effect from 1-1-90.

31. The Union also produced along with list Ex. 14 about nine documents. At Ex. 14/1 is the copy of the order dated 15-10-90 passed by the Corporation appointing Special Committee to run the canteen of the Central Workshop at Vadodara on contractor Raghu Shetty absconding from work. At Ex. 14/3 is the copy of the award dated 30-12-89 passed by the Industrial Tribunal (Central) at Ahmedabad holding that the workmen of the canteen at Ankleshwar Project of the Corporation are direct employees of the Corporation with effect from 1-1-1990. The Corporation challenged this award and moved the Hon'ble High Court of Gujarat in Special Civil Application No. 7110/90 and the Hon'ble High Court summarily rejected this writ petition and the copy of the order of the High Court is at Ex. 14/4. Pursuant to this the workmen of the canteen at Ankleshwar Project of the Corporation were appointed as regular employees of the Corporation and a copy of an order appointing one of the workmen as such regular employee is at Ex. 14/2. The workmen had also moved Special Civil Application No. 6576/89 in the High Court and a copy of the writ petition is at Ex. 14/5. A xerox copy of the judgment of the Supreme Court in M. M. R. Khan V/s Union of India—A.I.R. 1990 S.C. Page 937 on which the Union has heavily relied is at Ex. 14/6. At Ex. 14/7 there is copy of the identity card of Virchand B. Patel who is one of the affected workmen in the present case and whose evidence is recorded on behalf of the Union. A copy of the identity card of another workman Manubhai Somabhai Rajput is at Ex. 21/1. It appears that while taking a view that the canteen employees are not employees of the Corporation, the Chairman of the Corporation had approved the proposal that the canteen employees may be advised to register their names with Employment Exchanges and that as and when Employment Exchange recommends the names of such employees, it would be open to the Corporation to relax the age limit of the canteen employees for absorption in the regular cadre of Khalasis of attendants in the Corporation. At Ex. 14/8 there is copy of the letter to this effect. At Ex. 14/9 there is copy of the certified Standing Orders applicable to the contingent employees of the Corporation.

32. The Union produced at Ex. 40/1 a copy of the memorandum served by the Deputy Director (P & A) of the Corporation on one of the canteen employees for remaining absent for seven days as a result of which tea could not be properly served and whereby the Corporation called upon the said employee to explain why his service should not be dispensed with. A copy of this memorandum is at Ex. 20/1 also. The Union has produced at Ex. 39/1 registration dated 4-5-88 under the Labour Contract (Regulation and Abolition) Act, 1970. At Ex. 39/2 there is list of some of the canteen employees.

33. The Union also examined two affected workmen as their witnesses. One is Virchandbhai Bechardas Patel at Ex. 25 who is at Sr. No. 15 in the table in para (1) above and another is Manubhai Somabhai Rajput at Ex. 20 who is at Sr. 7 in the said table.

34. To prove their case, in turn, the Corporation produced along with list Ex. 11 fifteen documents. At Ex. 11/1 there is copy of the scheme whereby the Corporation introduced scheme to provide meals and snacks to their employees at subsidised rates in the canteens. At Ex. 11/2 to 11/15 there is correspondence between the Corporation and the competent authorities under the Labour Contract (Regulation and Abolition) Act, 1970 for registration as principal employer and licence issued to the contractors.

35. At Ex. 19/1 to 19/2 there are copies of agreements entered into between the Corporation and the contractors for running the canteens and copies of the licences issued in the names of the contractors under the Contract Labour (Regulation and Abolition) Act, 1970

36. At Ex. 37/1 there is copy of another agreement entered into between the Corporation and one of the contractors.

37. To prove their case the Corporation also examined one Amrutlal Vithalbhai Parmar, their Senior Deputy Director at Ex. 36.

38. Shri N. R. Shahani, the learned advocate for the Union has produced written arguments at Ex. 45 also heard the oral arguments of Shri Sudhirbhai Shah, the learned advocate for workmen at Sr. Nos. 1 to 12 and the oral arguments of Shri N. R. Shahani, the learned advocate for all the workmen at length. Shri A. H. Mehta, the learned advocate has argued on behalf of the Corporation.

39. The following points arise for determination :—

- (i) Whether the concerned workmen of the canteen must be deemed to be direct employees of the Corporation from the beginning ?
- (ii) Whether the concerned workmen of the canteen can get benefit of the certified standing orders of the Corporation and must be regularised accordingly ?
- (iii) Whether the relationship between the Corporation and the canteen workmen has been such that it partakes the character of master and servant ?
- (iv) Whether the canteen workmen are entitled to succeed on the ground of discrimination ?
- (v) What final order ?

My findings on these points are as under :—

- (i) Yes.
- (ii) Yes.
- (iii) Yes.
- (iv) Yes.
- (v) As per final order.

#### REASONS

Point No. (i)

40. The Corporation has not disputed the accuracy of the list of 28 workmen, the dates of their appointments, the duration of service put in by them and the daily wages payable to them. The only contention of the Corporation is that they never recruited these workmen, that the Corporation could not recruit them without going through the prescribed procedure laid down in the Regulations and the certified Standing Orders and in that view of the matter there never existed a relationship of master and servants between the Corporation on the one hand and the 28 workmen on the other. But as summarised in para (5) of this award above, it is the statutory duty of the Corporation to provide a canteen and that the said duty materialised when the notification under the Rules came into existence on 27-11-67 and that said duty could not be delegated to any independent contractor. The question whether this duty could be delegated to an independent contractor was before the Industrial Tribunal (Central) at Ahmedabad also in Oil and Natural Gas Commission V/s O.N.G.C. Employees' Association, Ankleshwar where the Tribunal ruled that no such delegation was possible and accordingly the employees of the canteen in the Ankleshwar Project of the O.N.G.C. were held to be direct employees of the O.N.G.C. In that case the duty arose out of Section 58 of the Mines Act whereas in the present it arises from Section 46 of the Factories Act. But both provisions are identical. The O.N.G.C. challenged that decision before the Hon'ble High Court of Gujarat in Special Civil Application No. 7110/90. But the Hon'ble High Court while summarily dismissing this petition observed :—

"In fact in the light of various decisions of the Supreme Court starting from *Saraspur Mills Ltd., V/s. Ramanlal*—A.I.R. 1973 S.C. 2297 and ending with *M. M. R. Khan V/s Union of India* reported in A.I.R. 1990 S.C. 937, it must be held that to run a canteen is a part of obligation of the statutory Corporation like O.N.G.C. On the facts of this case there is no escape from the conclusion that the canteen employees are employees

of the Commission; as the canteen is being run under the statutory provisions of the Mines Act, 1952 and the Rules."

Therefore, this is a settled position of law. The first workman in the present case started work from 1-2-69 and all others are junior to him; whereas the notification under Rule 72 of the Rules came into existence as early as on 27-11-67. Therefore, right from the beginning the O.N.G.C., and now the Corporation, had no right to delegate the function of running a canteen to any independent body like Canteen Managing Committee or to an independent contractor.

41. It is also admitted position that the Corporation got themselves registered as principal employer under the Contract Labour (Regulation and Abolition) Act, 1970 belatedly and even the formalities of obtaining licences in the names of contractors to whom the Corporation gave contracts were delayed. Shri A. H. Mehta, the learned advocate appearing for the Corporation argued that at the most for this lapse on the part of the Corporation and the contractors, they can be punished under the Contract Labour (Regulation and Abolition) Act, 1970, but merely because of such lapse the canteen employees do not automatically become direct employees of the Corporation. To support this argument Shri Mehta invited my attention to Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 which enables the appropriate Government to prohibit contract labour in certain cases and inasmuch as in the present case no such prohibition is imposed, Shri Mehta argued, the Corporation is justified in introducing the contract labour system. But if my reasoning in the above paragraph is correct, then from the beginning the employment of canteen employees through the agency of a Managing Committee or an independent contractor was a camouflage for concealing the correct relationship of master and servants between the Corporation on the one hand and the workmen on the other. Therefore, it cannot lie in the mouth of the Corporation to say that merely because there is delay in registration and in obtaining licences, they do not become direct employer of the workmen. I, therefore, hold point No. (i) in the affirmative.

Point No. (ii)

42. Thus, all the concerned workmen were direct employees of the Corporation from the beginning; but the Corporation was attempting to conceal that relationship through the mechanism of Managing Committee or the independent contractors. Certified Standing Orders of the Corporation contemplate regularisation of contingent labour on completion of 240 days. All the 28 workmen have completed 240 days. They are very lowly paid workmen and the work they perform does not require any special skill. Therefore, all the workmen are entitled to be regularised. I, therefore, hold point No. (ii) in the affirmative.

Point No. (iii)

43. At Ex. 40/1 there is memorandum issued to one of the workmen, namely, Nagin, a canteen bearer by Deputy Director (P and A) of the Corporation dated 25-4-81 calling upon him to explain why his services should not be dispensed with. It shows that it is the officers of the Corporation who were exercising direct supervision and control over the canteen employees. I, therefore, hold point No. (iii) in the affirmative.

Point No. (iv)

44. As discussed above, the employees of the canteen in the Ankleshwar Project of the O.N.G.C. have been declared as direct employees of the O.N.G.C. Similarly, the canteen employees at Sabarmati and Chandkheda of Ahmedabad and two Baroda Projects of the O.N.G.C. are also declared as direct employees of the O.N.G.C. by awards of the Tribunal. In that case not to declare the present workmen as direct employees of the Corporation would be the grossest form of discrimination which no judicial authority would ever countenance. I, therefore, hold point No. (iv) in the affirmative.

Point No. (v)

45. As observed by me all the concerned workmen were really sneaking direct employees of the Corporation from the beginning; but the nature of relationship between

them and the Corporation was being concealed through the mechanism of Managing Committee or independent contractors. As that veil is lifted, all the workmen are entitled to be absorbed as Khalasi Grade III in the regular employment of the Corporation as they do not suffer from any educational disqualification and the work of nobody was found to be sub-standard. As some of them have put in more than 20 years of service, to say now that they have become time-barred would be inhuman. This is more particularly so because the work is of permanent nature. I, therefore, pass the following order :—

### ORDER

All the workmen concerned in the present reference and enumerated above are ordered to be absorbed as regular employees of the Corporation as Khalasi Grade III and their seniority would be fixed as indicated in the table in Para (1) of this award. The Corporation is directed to calculate the arrears of wages becoming payable to them after deducting what has been already paid to them on the basis that each of them became Khalasi Grade III in the regular employment of the Corporation from the date indicated in the above-mentioned table and that the said amounts shall be paid to the workmen within four months from the date of publication of this award. All the concerned 28 workmen are declared to have become entitled to all the benefits available to the regular employees of the Corporation without any discrimination. The Corporation to pay cost of Rs. 5,000 (Rupees Five thousand only) to the Union within one month from the publication of this award.

Dated : 13th March, 1995.

A. B. MARATHE, Industrial Tribunal

नई दिल्ली, 24 मार्च, 1995

का.आ. 1120.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंडियन ओवरसीज बैंक के प्रबंधन के संबंध में जकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में, औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-95 को प्राप्त हुआ था।

[संख्या एल-12012/526/88/डी IIए/आईआर(बी-2)]

ब्राज मोहन, डेस्क अधिकारी

New Delhi, the 24th March, 1995

S.O. 1120.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, MADRAS as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of INDIAN OVERSEAS BANK and their workmen, which was received by the Central Government on 23-3-1995.

[No. L-12012/526/88-D. II-A/IR (B-II)]

BRAJ MOHAN, Desk Officer.

### ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU  
MADRAS

Wednesday, the 30th day of November, 1994

PRESENT :—

Thiru K. Ponnusamy, M.A.B.L., Industrial Tribunal.

INDUSTRIAL DISPUTE NO. 28/1989

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Indian Overseas Bank, Manavalanallur).

BETWEEN :

Shri I. Sivakumar, Church Street, Mappilaikuppam Post, Manilam Taluk, Thanjavur Dt. 610 105.

AND

The General Manager, Indian Overseas Bank, 762, Anna Salai, Madras—2.

### REFERENCE :

Order No. L-12012/526/88-D. II(A), dated 10-3-1989, Ministry of Labour, Government of India. New Delhi.

This dispute coming on for final hearing on Monday, the 7th day of November, 1994 upon perusing the reference claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru K. M. Ramesh, Advocate appearing for the workman and of Tvl. N.G.R. Prasad and S. Vaidyanathan, Advocates appearing for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following.

### AWARD

This reference has been made for adjudication of the following issue :

"Whether the action of the Management of Indian Overseas Bank, is justified in dismissing Shri I. Sivakumar, Clerk-cum-Shroff, Manavalanallur Branch ? If not, to what relief is the workman entitled ?"

2. The claim of the petitioner briefly stated is as follows.—The petitioner was appointed on 22-9-1982 as Clerk Shroff (Roll No. 31970) by the respondent/Management and originally posted at Chakrapalli and thereafter transferred to Manavalanallur branch in 1983. He had served the Bank honestly and sincerely and his record of service has been unblemished and spotless. The Respondent/Management is the Indian Overseas Bank, which is a Nationalised Bank, wholly owned by the Government of India, having its Central Office at 762, Anna Salai, Madras and is represented by the Managing Director. While he was working in Manavalanallur Branch he was served with a charge sheet on 25-10-1985 alleging that he had fraudulently withdrawn certain amounts from S. B. A/C No. 3623 and he had excess interest accrued vouchers to cover up the said withdrawals. It was further alleged that the alleged acts amounted to gross misconduct in terms of paras 17.2 and 17.5 of the Bi-parties Settlement dated 14-12-1966. By the same communication, he was also suspended from service. He denied the charges alleged against him in the Enquiry. A domestic enquiry was said to have been held against the petitioner to prove the aforesaid charges. Petitioner may however submit at the outset, that neither with the charge sheets nor before the actual commencement of the enquiry he was given (1) the list of witnesses proposed to be examined in the enquiry (2) copies of documents or reports relied upon by the Management. He was led into the enquiry blind-folded. In fact in the charge sheet only bare allegations were set out without disclosing on what materials such charges were made up. He had been denied a fair and reasonable opportunity to disprove the charges and to vindicate his innocence, and he was also not given a fair and reasonable opportunity to submit his explanation. Thus in material respects, the charge sheet was lacking in materials, and the allegations were not in any manner co-related or connected with the heads of misconduct taken out from the Bi-partite Settlement. From this aspect, it may be stated that the charge sheet itself is not in conformity with law, and it is therefore ultra vires and untenable, as it is incomplete besides being vague and indefinite. The so called enquiry said to have been held by the Inquiry authority (Mr. K. B. Santhanam) is equally vitiated by gross and serious irregularities apparent on the records. The inquiry authority, instead of acting as an impartial arbiter, combined in himself the dual roles of both the judge and the prosecutor. There was no separate Presenting Officer or Management Representative apart from the inquiry authority, who put leading question and exhibited his prior personal knowledge of the entire transaction. In fact some of the questions put by the Inquiry Authority are not only leading, but also actual suggestions which reveal the biased nature and conduct of the enquiry. The Inquiry Authority was not a free and independent person, capable of holding the scales evenly between the parties and competent to render justice. The said enquiry is neither fair nor proper because the Inquiry authority was a biased person, partisan and one-sided. He was not given reasonable opportunity for



cross-examination and to prove his innocence, for the reasons stated above. After the commencement of the enquiry, the Management gave the petitioner a list of documents and list of witnesses. Even though it was stated that three witnesses were examined, leaving out the proposed third witness, Sri N. V. Gopalakrishnan, for reasons not known, or communicated to the defence. The Inquiry Authority also did not elicit from the Management as to why it gave up the third witness. It is obvious that MW-1 being the Manager wanted to cover up this witness from self-incrimination, and wanted to settle scores only with petitioner, out of personal ill-will and vengeance. MW-1 who is the Manager of the branch, has barred questions put in the course of cross-examination, and gave reticent and evasive replies. The Inquiry Authority failed to pull up the witness and direct him to give relevant answers to questions put in the course of cross examination. The defence was helpless in such a situation when the right and opportunity of cross-examinations was thus blocked, impeded, and negated. In the summing up statement of 21-1-1987, petitioner pointed out that the witness MW1 turned hostile and his evidence was incoherent. The admissions of MW1 go to show that there was no specific allotment of work and allocation of seats, as it is a rural bank, with only three clerical staff who interchanged in between on oral instructions, and there is the over-all control and supervision of the Manager who has to personally verify each and every transaction, and to ensure that every single term is recorded and documented properly, and counter-signed and passed them on either for remittance or withdrawals. Further as all staff have handled the transactions in question there is no justification to pick and choose him alone. The witness MW1 changed the format and draft of the Regional Office for Police Complaint and Private Complaint. He had done it on his own, without any authority, and when he was questioned about this change of draft, he became defiant and challenging. The brunt of the allegations consisted of "fraudulent withdrawals" and "preparation of excess interest accrued vouchers". The direct evidence in proof of such an allegation would have been for the Management to produce the relevant withdrawal slips, and interest accrued vouchers. But, the Management, more particularly both MW1 and MW2 miserably failed to produce such clinching material evidence, and no valid or acceptable explanation had been given for the omission of non-production of such documents, nor has any suggestion been made for this blatant failure of prosecution. It is on record that MW1 had written to the party holding account No. 3623 about the overdraft and to his knowledge the customer admitted and acknowledged the overdraft and made good the payment due. But the same witness wrote to the Regional Office, omitting others and only implicating the petitioner. This really shows that MW1 has been actuated by personal ill-will and evil motives. It is on record that the report of MW2 Shri S. Ganesan, Inspector on 2-9-85, was already with the Management even before issuance of charge sheet, to the petitioner. No reason has been shown as to why it was not disclosed or referred to in the charge sheet. Further both on the basis of the said report of the Inspector and his own evidence, in the enquiry as MW2, he was held other staff equally responsible, for the various entries. There is a definite implication of Shri N. V. Gopalakrishnan, who has also been cited as a witness by the Management but later given up. Similarly, Shri T. Shanmugasundaram, Cashier had also included an entry in the progressive, which is known to the Management, and to witnesses both MW1 and MW2. Neither Shri T. Shanmugasundaram nor Shri N. V. Gopalakrishnan was charge-sheeted nor any explanation called for from any of them. The most pertinent factor would have been for the Management to summon and to enquire of the customer of Account No. 3623, as to why she withdrew the amount in excess of deposit, why she admitted the over draft and paid the amounts. Atleast the petitioner should have been called upon, or directed or atleast given an opportunity to bring the witness to depose as to the facts and circumstances of this particular amount. Omitting to do all necessary requirements of proof, for no valid or explicable reason, it is strange and extraordinary for MW1 and MW2 to have resorted to "circumstantial evidence" which is nothing but

vague suspicion. Unfounded and baseless surmises and inferences, nor warranted or supported by any material on record. The charges are false, and that he had been falsely implicated for no fault of petitioner. The Management had not produced any withdrawal slip to show why he had drawn the amount. Neither did it produce the interest accrued voucher and register and transfer journal, nor even S.B. Supplementary entries. Thus without producing the relevant documents to bring home the charges, the Management proceeded on the assumption that the charges of misconduct would lie. It is not true that he had resorted to any excess voucher under interest accrued account in order to escape detection. There is no basis or substance behind this allegation particularly when the Manager admitted that he is not familiar with the signatures and handwritings of the staff. The Management has deliberately shut out the blatant fact that inspite of specific request in the enquiry, the documents sought for, were not produced. (1) S.B. Supplementary (2) Transfer Journal (3) withdrawal slips (4) Interest accrued voucher (5) Copy of Police Complaint (6) Original draft as instructed by the Regional Office for Police Complaint.

The non-production of these documents are deliberate and intended to prejudice the defence of the petitioner. The claim of the Management to have produced the relevant documents, and to have given an opportunity to examine them is therefore false and distorted. The Enquiry Authority was biased and partisan and was not an independent person capable of Presenting Office, it does not mean that the Enquiry Officer can step into the shoes of the Management and combine the roles of the judge and the prosecutor. The Enquiry Officer in this case did not merely confine himself to putting formal questions by way of introduction. His role consisted of (a) guiding and promoting the witnesses having had a prior and prejudiced version of the incidents from the Manager; (b) tutoring the witnesses by way of putting leading questions and suggestions in the enquiry proper; and tutoring behind enquiry (c) interference in the course of the enquiry in favour of the Management. Petitioner once again reiterate, that the enquiry was neither honest nor fair, and the findings are perverse and bad in law. The Management had deliberately omitted to examine the third witness Mr. N. V. Gopalakrishnan even though his name was cited by the Management. His evidence would no be helpful to the management because admittedly he was not responsible for not entering the three entries (two debits and one credit). So, the Management hastily withdrew his name. It is strange logic for the Management to demand that the petitioner should have examined him in his defence. He was certainly considered as a material witness for the Management, and when he was given up for no valid reason, or explanation, petitioner is certainly entitled to ask any independent forum to note the material omission and to draw an adverse inference. Also Mr. T. Shanmugasundaram made a wrong credit of Rs. 3,000 in the S.B. progressive. For that also the Management omitted to examine. This act of Mr. T. Shanmugasundaram is very serious in the record. The manner which MW1 answered questions in cross-examination can be seen from the record. It is so apparent, the answers were evasive, flippant and totally impertinent. It is a pity that he co-called enquiry officer did not bring MW1 to order; and yet claimed to be impartial judge, which is an irony of fate. If the Management had been genuine, and bonafide, they could have and ought to have enquired of the account holder to know how and in what circumstances the withdrawals were made and why the final remittance was made. The Bank is not entitled to presume that the withdrawals were fictitious and that the petitioner had caused the same. There is absolutely no evidence to support this presumption; The Management thus omitted to produce material evidence because of its pre-conceived notions and pre-determined views and has been guided by bias and prejudice. The Inquiry Authority gave his pre-determined conclusion holding that petitioner guilty of charges. Petitioner submitted his reply of 3-3-87 in reply to show cause notice of 14-2-87. Petitioner pointed out with reference to the enquiry proceedings and the evidence on record, that the findings are



perverse, and biased and not supported by evidence. Further the Inquiry Authority was one sided and partisan. As he failed to note that the basic fact apparent in the record that entries pointed out, and the omissions thereof were not exclusively attributable to me alone, but equally other staff are also involved. It is evident that the Inquiry Authority did not go into the relevant questions in depth and seriousness out made superficial and pre-determined findings. Most of the evidence is either hear-say or opinionated. Petitioner has been unfairly discriminated against and made a scape goat and victimised for no fault of his. The findings of the Inquiry Authority is one sided, he failed to draw adverse inference against the Management, for failing to produce relevant direct documents (2) for MW1 turning hostile and refusing to answer properly in the course of cross-examinations (3) for not considering the admissions, and contradictions and inconsistencies in the evidence of MW1 and MW2, (4) the contradiction between the original draft of Police complaint and the alteration made by MW1 unauthorisedly (5) for not considering the written acknowledgement of the overdraft and payment made by the account holder under her (Sm. Vimala) letter dated 29-11-85. More than everything also, it is a matter of record that the police complaint was not pursued and the matter was closed. Similarly the private criminal complaint had also not been pursued. Thus it is evident that the Management had intended to close the matter to avoid truth being known in a public enquiry. But, instead, under the guise of a 'domestic enquiry' and by the abuse of the powers of the Disciplinary, a false case has been put up against him choosing him as a scape goat and to victimise him in order to cover up others. This is nothing but victimisation and unfair labour practice. The Management passed original order dated 7-3-87 imposing upon the petitioner, the punishment of dismissal, the preferred as appeal against the dismissal on 15-4-87 which was dismissed after a formal personal hearing under the order of the Appellate Authority on 26-8-87. The further entreaties and representation of the petitioner have been of no avail. He was left with alternative to approach the kind intervention of the Conciliation Officer for institution of conciliation proceedings under sec. 2-A of the I.D. Act. The action of the respondent in dismissing him from service is illegal and unjustified and that he is entitled to reinstatement in service with full back wages and other attendant benefits for the foregoing as well as undenoted reasons, among others (a) the dismissal is illegal as there was no fair or proper enquiry. The so-called enquiry said to have been held is vitiated by grave and serious irregularities, and that would render it null and void. The conduct of the enquiry was one-sided and partisan. The Management failed to follow the procedures laid down in law, in the settlement and also under the rules of natural justice. He was not given a fair and reasonable opportunity. (b) The Enquiry Officer was biased and partisan. The findings are perverse and one-sided. There is no legal evidence in support of the charges. (c) the action of the Management in proceeding against the petitioner leaving others is wholly arbitrary and discriminatory. It is due to spite ill-will and grudge on the part of the local management. The disciplinary action taken against the petitioner is not genuine or bonafide. But it is nothing but an exercise of victimisation and unfair labour practice. It may be well seen from the record that the disciplinary and appellate authorities acted without proper materials and without proper application of mind (d) the entire procedure involved and adopted by the Management is contrary to the Bi-partite Settlement, which clearly makes a distinction between 'Offence' and 'Misconduct'. The Management has made allegations without regard to the basis of the charge either as an offence or Misconduct. Thus the Management has enacted a farce of an enquiry to cover up this medley of facts. The action of the Management in dismissing him from service for no proven fact of misconduct. (a) The Punishment imposed upon the petitioner is not only excessive but also shockingly disproportionate to the charges. Both the findings of the enquiry and the punishment imposed upon the petitioner call for interference of

this Tribunal under Sec. 11-A of the Industrial Disputes Act. Such consideration is also unwarranted by the fact that the petitioner had put in a clean and unblemished record of service. The failure on the part of the Management had put forward valid and relevant representations for considering his case sympathetically for family reasons, without prejudice to his plea of complete innocence. It is on record that the entire service of the petitioner has been exemplary and unblemished. The punishment of dismissal is not only harsh and excessive but also quite disproportionate particularly having regard to the mitigating and extenuating factors submitted by him in his representations and appeal to the Management. The failure of the Management to take these relevant factors into consideration shows lack of application of mind and a closed outlook. The orders of the Disciplinary Authority and Appellate Authority was neither speaking nor considered orders. The punishment imposed, as well as rejection of appeal are therefore illegal and contrary to the terms of the Bi-Partite Settlement. The Management has contravened the mandatory obligation to consider the past record of service. These aspects as well as the deficiencies in the enquiry and the evidence on record call for interference under Section 11-A of the I.D. Act, both for the purpose of reappraisal of the evidence on record to test the correctness of the findings and also for interference, moderation or alteration of the punishment imposed. He belongs to the Scheduled Castes community, and that is the reason why he has been victimised. It is respectfully submitted and prayed that in view of the extreme difficulties and hardships, petitioner is undergoing and also on account of his family circumstances and the background on such a sympathetic merciful and compassionate consideration is well merited and deserving of this case. The action of the Management in dismissing the petitioner from service is illegal and unjustified and pass an award directing the respondent/management to reinstate him in service with full back wages and other attendant and consequential benefits and reliefs.

3. The defence of the respondent briefly stated is as follows.—The petitioner joined the bank on 22nd September, 1982 as Clerk/Shroff. He was originally posted at Chakarapalli and thereafter transferred to Manavalanallur branch during July 1983. While the petitioner was functioning as Cashier at Manavalanallur branch, he committed certain alleged acts of commission and omission which amount to gross misconduct. He was therefore charge-sheeted and suspended on 25th October, 1985 in accordance with the provisions of the Bi-partite Settlement between the bank and its workmen which is binding between the parties. The charges levelled against the petitioner are that (i) he had fraudulently withdrawn a total sum of Rs. 3,550 by five withdrawals between 6th April, 1985 and 31st July, 1985 in S.B. A/c. 3623 in the name of Mr. V. Sundaresan and Mrs. Vimala in the branch. In order to cover up these fraudulent withdrawals, he had falsified the accounts of the branch. He prepared excess interest accrued voucher during June 1985 in 4 ledgers containing SB accounts and showed the extracted balances of ledger No. 16 in April, 1985 and May, 1985 as tallied. He took possession of ledger No. 16 and passed the withdrawal slip on 14th August, 1985 for Rs. 250 in respect of S.B. A/c. No. 3623 mentioned above. He omitted to record the fictitious entry of Rs. 1,000 dated 30th April, 1985 appeared in the ledger in the relative pass book issued to the customer. As the charges levelled against the petitioner are serious in nature, he was placed under suspension as per para 17.2(b) of the Bi-partite Settlement. The petitioner did not submit his reply to the charge sheet even though sufficient time was given to him for this purpose. The Disciplinary Authority proceeded to appoint an enquiry officer as per the provisions contained in the Bi-partite Settlement. Sri K. B. Santhanam was appointed as Enquiry Officer. A valid and proper domestic enquiry was held into the charge sheet by the Enquiry Officer. The Enquiry commenced on 28th October, 1986 when the petitioner denied the charges. The petitioner stated that he will be defended by Shri G. Raghunathan. Vice-President of the Union. The Enquiry was adjourned. Before adjourning the enquiry, the Petitioner was provided with the list of Management witnesses by whom and the list of documents by

which the Management propose to prove the charges against the petitioner. He was also permitted to go through the documents available with the Branch Manager on or before 7th November, 1986 and submit a certificate to that effect. The petitioner was also called upon to submit the list of witnesses and documents relied on for the purpose of his defence. The Enquiry was next held on 27th November, 1986 when the petitioner had certified that he had scrutinised all the documents relied upon by the Management for the purpose of proving the charges. On the same day, two witnesses were examined on behalf of the Management and they were duly cross-examined by his defence representative Shri G. Raghunathan Vice President, All India Overseas Bank Employees' Union. The defence did not produce any witness or documents in support of their case. The enquiry was given 15 days time to submit their summing up statement. The petitioner was given every opportunity to defend himself. The charge sheet was complete in all respects, specific and distinct charges were framed against the Petitioner and the details of the imputations were furnished. These charges related to gross misconduct enumerated in Para 17.5(d) and 17.5(j) of the Bi-partite Settlement. The charge sheet was in conformity with law and the practice followed in the Bank. The Enquiry was validly conducted in accordance with the procedure laid down under the Bi-partite Settlement. Both the parties are bound by the Settlement which is based on the Sastry Award as modified by the Desai Award. There is no specific provision for appointment of a separate Presenting Officer. The Enquiry Officer himself putting questions is the practice followed by the banking industry for well over 30 years and hence he cannot complain against the procedure followed in the instant case. In fact there was no objection from the petitioner or his defence representative for the conduct of the enquiry without a Presenting Officer. No bias was ever attributed against the Enquiry Officer during the Enquiry and hence the plea raised by the Petitioner now that the Enquiry Officer acted both as the judge and prosecutor should be rejected. In fact there can be no legal objection to the Enquiry Officer putting questions in the enquiry. This procedure has been proved by the Supreme Court in the case of Workmen Vs. Management of B & C Mills (1970 I-L-LJ p. 26). There was no question of any leading questions being asked in the enquiry. The Enquiry Officer considered the evidence dispassionately. There was no objection ever raised regarding the conduct of the Enquiry either by the defence representative or by the petitioner himself. The petitioner was given every opportunity to cross-examine the witnesses. Once he pleaded not guilty, he was supplied with the list of documents and witnesses by which the Management proposed to prove the charges levelled against the petitioner. The petitioner was given sufficient time to inspect the documents available at the branch. The petitioner not only acknowledged the receipt of the list of documents and witnesses but also perused the documents and certified to the effect that he had inspected documents before the commencement of the enquiry proceedings on 27th November, 1986. It was open to the enquiry officer to examine all or any of the witness listed. The Enquiry Officer felt that the evidence of MW-3 listed is not required and hence he had concluded the enquiry by the evidence of two witnesses. There is no need for the Inquiring Authority, to elicit as to why he gave up the third witness. There is no truth in the statement that MW-1 not only deposed about what had happened but also as MW1 being the Manager of the branch is the proper witness to depose about the happenings at the branch. The MW-1 not only deposed about what had happened but also identified the hand-writing of the Petitioner in the relevant documents. Even in the cross examination he confirmed that the handwriting of I. Sivakumar, is found in the account opening form relating to S.B. A/c. No. 3623. This has not been controverted by the defence. There is no need to pull up any witness in the enquiry as the answers given by them were direct and to the point both in the chief examination as well as in the cross-examination. The delinquent is apparently desparate, because the charges were duly established in the enquiry. There is no question of MW1 turning hostile during the enquiry. Perhaps the defence was aggrieved by the deposition given against them by MW1 in chief examination as well as in cross-examination. MW1 had never stated that there is no specific allotment

of work. He had clearly and unmistakably stated that the Office order book was introduced only from January, 1986 and before that date, oral instructions were given allotting work among clerks. This does not mean that there was no allocation of work at all. The evidence on record clearly proves that it is the petitioner who had committed fraud on the bank by making withdrawals as stated in the charge sheet. Further it is the petitioner who had manipulated the accounts of the branch with a view to cover up the fraud. Therefore, the involvement of the petitioner was duly identified by the witnesses during the enquiry. Thus there is no question of singling out the petitioner against the other clerks who were available at the branch at the relevant time. With regard to the police complaint, it has been made clear by MW1 during the cross examination that the draft of the Police complaint was suitably drawn up under the guidance of the Police Authorities to whom the case was narrated by MW1 but the substance of the allegations remain the same. As per the Bi-partite Settlement, it is open to the Bank to proceed against the petitioner for having committed gross misconduct and hence there was no need for proceeding with the private complaint. Only on that basis, the previous complaint was withdrawn and action was taken against the petitioner, as per the Provisions set up in the Bi-partite Settlement. It is a decision of the Management and the petitioner cannot question the same. The petitioner is trying to take advantage of his own action. The petitioner is well aware of the fact that withdrawal slips and vouchers were destroyed. Management have got every reason to suspect the involvement of the petitioner for the destruction of these records. The charges as established against the petitioner was based on other documentary evidences available, and the evidence of witnesses. The evidence produced in the domestic enquiry clearly established the guilt of the petitioner beyond reasonable doubt. There is no need to explain the non-production of the destroyed withdrawal slips and vouchers. The petitioner was well aware of the same and he is trying to take advantage of the same. It is incorrect to state that the bank has acknowledged the overdraft as that of the customer. On the contrary, the five withdrawal slips from the S.B. A/c. No. 3623 were all forged by the petitioner herein for his own pecuniary advantage and only in order to escape the action by the Police, the petitioner had persuaded the account holder to pay back the amount. In order to escape the action by the Police, the petitioner defence representative and the Management is not concerned about the same as it will not amount to remittance into the bank for compensation towards loss caused to the bank. In fact the bank is looking forward to recover the amount from the terminal benefit of the petitioner. There is no need to refer the report given by Shri S. Ganesan in the charge sheet issued to the petitioner. In fact the report given by Shri S. Ganesan is only a document relied on by the Management to prove the charges against the petitioner in the domestic enquiry. It is a case of fraud perpetrated on the bank solely by the petitioner herein and there is no question of holding the other staff responsible. There is no need to examine all the witness cited by the Management as the evidences of MW1 and MW2 were enough and sufficient. If the petitioner had anything/incriminating documents against Shri N. V. Gopalakrishnan and Shri T. Shanmugasundaram, staff members, the petitioner could have requested the Enquiry Officer to produce them. This has not been done by the petitioner. The petitioner could have at least summoned them as defence witnesses and confronted the evidence, if any, against them. The petitioners having failed to adopt any one of the above two courses of action is estopped from contending that the non-examination of these two witnesses by the Management is not correct. The petitioner's hand in withdrawals and falsification of accounts were found out in the investigation and also subsequently established in the domestic enquiry. There was no need to summon account holders. The petitioner's involvement was established through other evidences and therefore there was no need to examine the account holders who were after all outsiders and not employees of the bank. The entries found in the ledger were not reflected in the pass books and the account holders were therefore innocent of the transaction put through clandestinely in their account by the petitioner herein. There is no question of relying on mere circumstantial evidence. The evidence produced during the enquiry was direct and to the point and against the petitioner herein. The charges were found duly proved in

the enquiry with materials which clinched the charge beyond all reasonable doubts. The petitioner was rightly charge sheeted for his acts of commission and omission and for putting the bank to wrongful loss and making wrongful gain for himself. The withdrawal vouchers could not be produced as they had been destroyed and it is feared that the petitioner had a hand in it. The petitioner was involved at every stage of the transaction and was caught red handed. The Manager is well acquainted with the handwriting of the petitioner and others and from his evidence it is clear that the handwriting of the petitioner is seen at every stage in the fraudulent withdrawal of amount from the customer's account and the manipulation of the books of the branch with a view to conceal the fraudulent acts. The amount by which the interest accrued account was boosted clearly tallied with the fraudulent withdrawal and this clearly proved that the petitioner was guilty of manipulating the accounts with a view to conceal the fraud committed by him. Most of the records referred therein were destroyed by the petitioner with a view to conceal the fraud perpetrated by him on the bank. With regard to the copy of police complaint and a copy of the draft given by the regional office for making the Police Complaint, there were no records relied upon by the Management for proving the charges against the petitioner. There was no specific request during the enquiry for production of any of these documents. The petitioner is only making a self-serving statement now as if he had demanded documents during the enquiry.

4. The petitioner is harping on the point that there was no separate Presenting Officer during the enquiry. It is well settled that there is no need to have a separate Presenting Officer for the enquiry. In fact there was no provision for appointment of a separate Presenting Officer under the Bi-partite Settlement. The petitioner being bound by the Settlement is estopped from raising the plea that there was no separate Presenting Officer. The allegations against the Enquiry Officer that he was guiding and tutoring the witnesses are totally unfounded. This will be evident from the record of evidence at the domestic enquiry. Enquiry was fair and legal. There is no legal necessity to examine all the witnesses cited. The evidence of N. V. Gopalakrishnan was not necessary. If the petitioner thought that his evidence will be beneficial to him, he could have examined him as a defence witness. The charges for which the petitioner was proceeded were different from the lapses attributed to Shri T. Shanmugasundaram. In fact an explanation was called for the alleged mistake committed by him and no further action was thought necessary against him. If the petitioner had anything against Shri T. Shanmugasundaram, he could have very well asked the Enquiry Officer to examine him as a Court witness or a defence witness. The allegation that MWI's answer in the cross examination was evasive, flippant, and impertinent, is rejected. The witness answered to the point, and to the questions he was asked. Merely because the witness was not giving answers suited to the interest of the petitioner, it does not mean that the answers were impertinent. The account holder was duly enquired and he pass book issued to the account holder showed that the fraudulent withdrawals made by the petitioner herein and which were reflected in the ledger were not found in the pass book issued to them. Thus it is a case of fraud perpetrated on the bank through the medium of the customer's account and that too without the knowledge of the customer. Therefore, there was absolutely no need to examine the account holders. The fact of the fraud perpetrated on the bank by the petitioner was apparent in the evidence produced during the enquiry. The Inquiry Authority had come to the conclusion that the guilt of the petitioner was proved beyond all reasonable doubt and gave a finding accordingly to the Disciplinary Authority. There upon the Disciplinary Authority issued a show cause notice dated 14-2-1987 enclosing a copy of the findings to the petitioner asking him to show cause as to why he should not be dismissed from the bank's service as per para 17.6 (a) of the Bi-partite Settlement entered into between the bank and its workmen.

He was given sufficient time to reply to the show cause notice as well as to make his submission in person along with his defence representative. The petitioner sent his reply by his letter dated 3-3-1987. After considering the evidence on record and after taking into account the gravity of the misconduct and the extenuating circumstances, if any, and past record of the Petitioner, the Disciplinary Authority confirmed the punishment of dismissal proposed by him the show cause notice, in his order dated 7-3-1987. The allegation that the Inquiring Authority was one sided and partisan is refuted. The Enquiry Officer had gone into the evidence in depth and arrived at the conclusion of guilt against the petitioner. This has been accepted by the Disciplinary Authority after due consideration and issuance of show cause notice to the petitioner. The petitioner was therefore, dismissed from Bank's service because of acts of fraud perpetrated against the bank. The findings of the Inquiring Authority are legal, valid and proper. There was no question of adverse inference being drawn against the Management by not producing relevant documents. All documents required for the purpose of proving the charges were produced in the enquiry. The petitioner had not demanded any specific document at any stage of the enquiry which was not produced. There was no question of MWI turning hostile at the enquiry. The witnesses have clearly explained the position in the cross-examination itself. There was no question of over-draft in the account as the hand of the account holders were not seen in the withdrawals. On the contrary, the withdrawals were made in the hand of the petitioner which was proved in the enquiry. There is no question of further pursuing the police complaint after its closure by the police. It is open to the bank to proceed against the Petitioner for having committed gross misconduct as per the provisions contained in the Bi-Partite Settlement after the closure of the case by the police. Thus there was no need to pursue the private complaint also which may delay the proceedings further. In that view the bank had withdrawn the private complaint with a view to initiate the action against the petitioner as both the actions cannot be taken simultaneously as per the provisions contained in the Bipartite Settlement. The petitioner was not at all a scapegoat as he was rightly charged for his acts of commission and omission. It is a skilful fraud perpetrated on the bank by the petitioner who not only manipulated the accounts and withdrawals and accounts but also destroyed most of the relevant documents with a view to escape detection. The petitioner was rightly dismissed from the bank's service by order of Disciplinary Authority dated 7-3-1987 after fully and properly following the procedures laid-down in the Bi-partite Settlement. The petitioner's appeal was duly heard and disposed off by the Appellate Authority after giving a personal hearing to the petitioner as well as his defence representative on 15-4-87. After considering the material and the grounds of appeal, the Appellate Authority arrived at the conclusion that the guilt of the petitioner was proved beyond doubt and confirmed the punishment of dismissal by his order dated 26-8-1987. With regard to the dispute raised by the petitioner, before the Conciliation authorities, the same was resisted by the respondent as it is devoid of any merit. The entire proceedings of the enquiry will be taken as part and parcel of this Counter. As there was no merit in the claim filed by the petitioner before the Conciliation Officer, the dispute raised by the petitioner had ended in a

failure. Now the question before this Tribunal is as to whether the dismissal of the petitioner is justified and to what relief, if any, the workman is entitled. The dismissal of the petitioner from the Bank's service is legal, valid and fully justified. The reasons stated by the petitioner in the Claim statement are replied as follows : (a) The Enquiry was conducted properly in accordance with the provisions of the Bi-partite Settlement. Thus there was no error in the conduct of the enquiry. It was neutral and not partisan. All the principles of natural justice were duly observed and the petitioner was given every opportunity to defend himself. (b) The Enquiry Officer was not biased. The findings are based on evidence and reasonable. The charges were found proved on the basis of legal evidence. The Management was right in proceeding against the petitioner as the other were not found in any way involved in the fraud perpetrated on the bank. Thus the action of the Management is neither arbitrary nor discriminatory. There was no spite or ill will against the petitioner. The petitioner was rightly punished for his own gross misconduct. The Disciplinary and Appellate Authority had properly applied their mind to the facts and circumstances of the case and arrived at the findings of guilty independently against the petitioner. The procedure followed is fully in conformity with the Bipartite Settlement. It is upto the Management either to proceed against the petitioner for having committed an 'offence' or for having committed 'gross misconduct'. The Management had proceeded against the petitioner for having committed gross misconduct in accordance with the provisions of the Bipartite Settlement. The punishment imposed on the petitioner is not excessive and is proportionate to the gravity of the proved charges. There was no question of punishment being shockingly disproportionate. It has been held by various decisions of the Court that a Bank employee is required to exhibit utmost honesty and integrity in the discharge of his duties and that he renders himself unfit to be continued in Bank's employment if he commits misappropriation. The amount is not relevant because the position in a Bank involves one of utmost trust and confidence. The petitioner had joined the Bank only in 1982 and the record of service in the Bank was short and therefore, there is no question of the petitioner claiming that he was having a clean and unblemished record of service. The acts committed by the petitioner are so gross that the mere record of service put in for about 6 years does not in any way mitigate the fraud committed by the petitioner on the bank. There was no question of considering the case of the petitioner sympathetically for the reason he had rendered himself unfit for being continued in the bank's service due to commission of gross misconduct involving moral turpitude. As the services of the Petitioner was short, there was no question of claiming that the service was unblemished and exemplary. The punishment of dismissal is well merited on the facts and circumstances of the case. All the relevant factors were taken into consideration while awarding the punishment of dismissal by the Disciplinary Authority which was confirmed by the Appellate Authority. The past record of the employee was also considered and in the face of the fraud committed on the bank the past record of service pales into insignificance. It is submitted that there is absolutely no material for indulgence under Section 11-A of the Industrial Disputes Act. It is not relevant that the petitioner belongs to Scheduled Caste community as the act committed are serious in nature, involving moral turpitude. There is absolutely no merit on the request of the Petitioner for showing any compassionate consideration to the petitioner. There is no merit in the contentions of the petitioner and the petitioner has been rightly dismissed from the bank's service for proved

acts of "gross misconduct" involving moral turpitude. The dismissal of the petitioner from the Bank's service is to be upheld. The respondent have also lost confidence in the Petitioner as he was holding a post of confidence in the Bank and that too as a cashier. He cannot therefore be reinstated in bank's service under any circumstances. The dismissal of the petitioner is justified and he is not entitled to any relief.

5. The issue for determination is :

Whether the action of the Management of Indian Overseas Bank is justified in dismissing Shri I. Civakumar, Clerk-cum-shroff, Manavalanallur branch ? If not, to what relief is the workman entitled

6. The Issue.—Undisputedly the petitioner was appointed as clerk-cum-shroff on 22-9-1982, by the respondent and posted at Chakarapalli branch and thereafter transferred to Manavarannallur branch, in 1983. Thiru V. Sundraesan and his wife S. Vimala opened Savings Bank A/C. No. 3623 is proved by Ex. M-30 and M-38. The petitioner/complainant thereafter called as petitioner introduced the said account holders to the respondent. The petitioner fraudulently withdrew Rs. 1,000/- each on 6-4-1985, 15-4-1985, 30-4-1985 and Rs. 300 on 9-5-1985, Rs. 250 on 31-7-1985 and Rs. 250/- on 14-4-1985, from the aforesaid account is, borne out by Ex. M-39. The account register is Ex. M-37. The petitioner prepared the interest accrued voucher. There are corrections in Ex. M-35 and M-36. The petitioner made the aforesaid corrections in the scroll. The petitioner fraudulently withdrew Rs. 250/- on 31-7-1985 is evidenced by Ex. M-34. He withdrew Rs. 250/- on 14-8-1985 is made out by Ex. M-33. He withdrew Rs. 250/- on 31-7-1984 is established by Ex. M-33. He withdrew Rs. 300/- on 9-5-85 is established by Ex. M-33. He withdrew Rs. 1,000/- on 15-3-1985 is substantiated by Ex. M-33. He withdrew 1,000/- on 30-4-1984 is proved by Ex. M-33. He withdrew Rs. 1,000/- on 6-4-1985 is made out by Ex. M-33. He was on duty during the month of August, in the year 1985 is disclosed by Ex. M-32. He withdrew Rs. 250/- on 14-8-1985 is revealed by Ex. M-31. He made corrections is substantiated by Ex. M-39, to cover up his fraudulent withdrawals. He was charge sheeted on 25-10-1985. The Branch Manager reported the fraudulent withdrawals by the petitioner to the Regional Office. Indian Overseas Bank, Tanjore is made out by Ex. M-27, and requested to depute an officer from the Regional Office to complete verification against the petitioner is evident from Ex. M-27. Ganesan Inspector, Indian Overseas Bank, Thanjavur, made verification and found out the commissions and omissions and the fraud committed by the petitioner is made out by Ex. W-28. He was charged sheeted is made out by Ex. M-1. and explanation was called for as to why the disciplinary action should not be

taken against him and he was suspended with effect from 25th October, 1985 with immediate effect is borne out by Ex. M.1. The letter was served on the member of the family of the petitioner is proved by Ex. M.2. The acknowledgment for the said letter was received by the Branch Manager is borne out by Ex. M.3. 15 days time was granted to the petitioner to submit his explanation is established by Ex. M.4. Disciplinary Authority wrote letter to the petitioner to submit his explanation is evidenced by Ex. M.5. The acknowledgement was received by the Branch Manager is borne out by Ex. W.6. He was given time till 22nd January, 1986 to submit his explanation is evidenced by Ex. M.7. The Branch Manager received the acknowledgement is borne out by Ex. M.8. Since the explanation of the petitioner was not satisfactory, domestic enquiry was ordered and K. P. Subramaniam was appointed as Enquiry Officer is borne out by Ex. M.9. The petitioner was permitted to peruse and scrutinise the relevant records is made out by Ex. M.10.

7. The Joint Account holder Vimala wrote a letter to the Branch Manager that she over drafted Rs. 3,550 and remitted the amount is made out by Ex. M.11, in pursuance of the letter written by the Branch Manager to her is established by Ex. M.11. She has been gained over by the petitioner is evident from the fact that there is no posting or entry in the pass book. She does not have any over draft facility. Even assuming that she over-drafted Rs. 3,550 it was done with the connivance of the petitioner. The petitioner failed to post entry with regard to one item of withdrawal, in the pass book. The Branch Manager preferred a complaint to the Sub-Inspector of Police, Palaiyur, to take action against the petitioner is borne out by Ex. M.47. A Private complaint was also preferred by the Branch Manager. The complaint preferred against the petitioner to the Sub-Inspector of Police, Palaiyur is not pursued does not mean that the petitioner has not fraudulently withdrawn Rs. 3,550 from the aforesaid S.B. Account. Notice for domestic enquiry to be held on 27th November, 1986 at 11.30 a.m. was served on the petitioner, is made out by Ex. M.13. He was not asked to attend the domestic enquiry on that day. Enquiry proceedings is Ex. M.12. Ramanathan is nominated by the petitioner as his defence Assistant, is borne out by Ex. M.17. The petitioner wrote a letter to the Enquiry Officer, whether the concerned pass book, progressive Register ledger No. 16 and 2 inspection reports submitted by Ganesan, is not available is revealed by Ex. M.14. The Branch Manager wrote a letter to the petitioner that arrangements are being made to send the documents from Regional Office to the branch office for scrutiny is disclosed by Ex. M.15. The Branch Manager wrote letter to the petitioner that the Pass book Progressive Register for ledger No. 16 and 2 inspection reports submitted by S. Ganesan are available for his verification is made out by Ex. M.16. The Enquiry Proceedings is Ex. M.17. Evidence on the side of the respondent was over on 27th November, 1986 and the enquiry was adjourned after 15 days for summing up of the petitioner, is made out by Ex. M.18. The petitioner's defence representative submitted his written arguments to the Enquiry Officer, is borne out by Ex. M.19. The Enquiry Officer found the petitioner guilty of charges levelled against him is established by Ex. M.20.

8. The Enquiry Proceedings was concluded is evidenced by Ex. M. 23. The 2nd show cause notice was issued to the petitioner to submit his explanation as to why he should not be dismissed from service is borne out by Ex. M.21. The petitioner submitted his explanation that he is innocent and even assuming that he is guilty of misconduct, he may be warned and in any event, the punishment of dismissal from service is excessive and disproportionate to the charges alleged to have proved, is made out by Ex. M. 21. The Disciplinary Authority concurred with the findings of the Enquiry Officer and after careful scrutiny and consideration of the evidence and the documents, he confirmed findings of the Enquiry Officer and dismissed the petitioner from service with immediate effect, is proved by Ex. M.25. The petitioner preferred an appeal to the Asstt. General Manager against his order of dismissal passed by the Disciplinary Authority is disclosed by Ex. M.40. The appeal came up for hearing at 3.15 p.m. on 10th April, 1987 is revealed by Ex. M.41. The petitioner was given personal hearing by Appellate Authority.

The petitioner's defence representative pleaded for reinstatement of the petitioner in service, before the Appellate Authority, is substantiated by Ex. M.26. The Appellate Authority after carefully consideration of the evidence and documents dismissed the appeal and confirmed the order of dismissal passed by the Dismissal Authority, is borne out by Ex. M.42. The petitioner launched Conciliation Proceedings before the Regional Labour Commissioner (Central) Madras is borne out by Ex. M.43. The respondent contested the conciliation proceedings, is borne out by Ex. M.44. The conciliation was fruitless, is made out by Ex. M.46. The petitioner filed the reply statement in the Industrial Dispute of the year 1988 is evidenced by Ex. M.45. The notice for appearance before this Tribunal at 10.30 a.m. on 19th April, 1989 was served on the petitioner is made out by Ex. M.25. Ex. W-1 is the copy of the S.B. A/c. No. 3629 to identify and compare the writings of Gopalakrishnan with the account opening form. The private complaint was referred as a mistake of fact, is borne out by Ex. W-2. Rs. 3,550 was withdrawn is evidenced by Ex. W-3. The petitioner sought the production of the documents for his perusal and scrutiny is evidenced by Ex. W-4, W-5 and W-7. The private complaint was preferred before the Judicial I Class Magistrate, Myladuthurai is evident from Ex. W-6 and it was not prosecuted since disciplinary proceedings were launched against the petitioner by the respondent. One of the defences of the petitioner is that Gopalakrishnan and Shanmugasundaram are also involved in the incident.

9. The petitioner remitted the amount, fraudulently withdrawn by him from the account of the customers to escape from the clutches of law. It is the prerogative of the respondent to examine the witnesses to prove the charges framed against the petitioner. The non-examination of the 3rd witness does not militate the case against the petitioner. No question of examination of eye witness arises. Everything depends upon the documents. The misconduct on the part of the petitioner is legally proved by the documents. The petitioner was given full, reasonable and sufficient opportunity to defend his case. Copy of all the documents were furnished to the petitioner and the petitioner scrutinised and perused all the documents. The other two employees were not prosecuted since their failure to pass entries in the pass book is minor and not a grave misconduct. So, there is no question of discrimination and victimisation of the petitioner. The case is not foisted against the petitioner. There is no enmity or ill feeling between the Branch Manager or the petitioner.

10. The findings of the Enquiry Officer are not biased or arbitrary. The domestic enquiry conducted by the Enquiry Officer is fair and proper. The procedure prescribed by the law, the provisions of the law, the principles of natural justice, good conscience, and equity have been duly complied within the domestic enquiry. The domestic enquiry is in accordance with the Standing Orders and the Provisions of Law. The domestic enquiry officer is not biased. The domestic enquiry does not suffer from any infirmity or mistake. The domestic enquiry is not vitiated by any irregularity. The slight variation in the draft sent for the scrutiny of the Regional Manager and original complaint preferred to the Sub-Inspector of Police do not affect the case of the respondent. The mere fact that the petitioner was freed of charged giving the benefit of doubt does not affect the case of the respondent since this Tribunal has to come to an independent conclusion based on the documents, and the materials placed before it. The charges levelled against the petitioner is proved by legal evidence. Prima facie case has been made out. The domestic enquiry conducted by the Enquiry Officer is bonafide fair and proper. The petitioner tampered with the records and destroyed the withdrawal slips to save his skin. The withdrawal slips are forced by the petitioner. The petitioner has committed fraud which is of very grave and serious in nature. The findings of the Enquiry Officer are not perverse. The Enquiry Officer and the dismissal authority and the Appellate Authority applied their mind and the punishment imposed against the petitioner cannot be considered as excessive and disproportionate since it is proportionate to the gravity of the charges. The Disciplinary Authority and Appellate Authority are competent persons and are well versed with bank transaction and their conclusions cannot be interfered with by this Tribunal.

There are no grounds to interfere with their conclusion. The petitioner is not made scape goat. There is no unfair labour practice. It is not desirable to reinstate the petitioner in service in the interest of the respondent. The petitioner is guilty of misconduct involving moral turpitude. The misconduct is a deliberate act of dishonesty and as such no sympathy or leniency should be shown to him, is held in 1983 (3) SLR p. 233 K. C. Jani Vs. State Bank of Sourashtra. The petitioner is guilty of forgery and using of forged amount, as genuine and misconduct involving moral turpitude, and as such it is not just and desirable to reinstate the petitioner in service of the respondent which in a bank, a public sector undertaking, is held in 1982 (2) SLR p. 767 Shambhan Vs. State Bank of India, Gujarat. Certain other false transportation bills stated in show cause notice does not affect the case and does not amount to non-application of mind and the dismissal is proper is held in 1984 (2) SLR p. 765 G. S. Shambhan Vs. State Bank of India Ahmedabad. The punishment proposed against the petitioner by the Disciplinary Authority is commensurate with the gravity of the proved charges. The petitioner prepared excess interest accrued vouchers to cover up the fraudulent withdrawal. For the foregoing reasons, this Tribunal comes to the irresistible conclusion that the action of the Management of Indian Overseas Bank in justified in dismissing the petitioner namely Shri I. Sivakumar, Clerk-cum-Shroff, Manavalanallur Branch. The first part of the issue is found in the affirmative. The second part of the issue does not arise for consideration.

In the result, an award is passed rejecting the claim of the petitioner. No costs.

Dated, this the 30th day of November, 1994.

K. PONNUSAMY, Industrial Tribunal

#### WITNESSES EXAMINED

For workman :

MW-1—Thiru I. Sivakumar.

For Management :

MW-1—Thiru K. B. Santhanam.

MW-2—Thiru V. J. Kothari.

#### DOCUMENTS MARKED

For Workman :

Ex. W-1—Xerox copy of Savings Bank Account of Mrs. Vimala, dated 18-7-84.

Ex. W-2/22-11-85—Xerox copy of Police report in which the Police Complaint file was closed.

Ex. W-3/29-11-85—Counter foil in the name of Mrs. S. Vimala for Rs. 3,550.

Ex. W-4/2-11-86—Letter from Petitioner-workman to the Management-Bank requiring defence exhibits (Xerox copy).

Ex. W-5/3-11-86—Letter from Petitioner-workman to the Management-Bank requiring defence exhibits.

Ex. W-6/19-11-86—Copy of Private Complaint lodged by the Branch Manager in the names of Petitioner-workman, T. Shanmugasundaram and N. V. Gopala-krishnan.

Ex. W-7/6-4-87—Letter from Petitioner-workman to the Appellate Authority requiring defence exhibits.

For Management :

Ex. M-1/25-10-85—Charge memo issued to Petitioner-workman (Xerox copy).

Ex. M-2/29-10-85—Letter from Management-Bank, Manavalanallur branch to the Vigilance Department of Management Bank (Xerox copy).

Ex. M-3/4-11-85 —Do-

Ex. M-4/2-1-86—Letter from Petitioner-workman to the Management-Bank, Manavalanallur branch requesting to give 15 days time for his reply to charge sheet (Xerox copy).

Ex. M-5/26-12-85—Letter from Disciplinary Authority to the Petitioner-workman (Xerox copy).

Ex. M-6/2-1-86—Letter from Management Bank, Manavalanallur branch to the Management Bank

Ex. M-7/13-1-86—Letter from Disciplinary Authority to the Petitioner-workman giving extension of time to reply to the charge sheet (Xerox copy).

Ex. M-8/24-1-86—Letter from the Management-Bank, Manavalanallur branch to the Vigilance Department, of Management Bank (Xerox copy).

Ex. M-9/10-10-86—Letter from Disciplinary Authority to Thiru K. B. Santhanam, appointing him as Enquiry Officer (Xerox copy).

Ex. M-10/27-10-86—Letter from the Enquiry Officer to the Branch Manager I.O.B. Manavalanallur branch enclosing list of documents (Xerox copy).

Ex. M-11/ —Letter from Smt. S. Vimala to the Management-Bank, Manavalanallur dated 29-11-85 and letter from respondent to Vimala dated 14-8-85.

Ex. M-12/23-10-86—Proceedings of the Enquiry Officer with enclosure (Xerox copy).

Ex. M-13/5-11-86—Letter from Inquiring Authority to the Petitioner-workman fixing the enquiry on 27-11-86 (Xerox copy).

Ex. M-14/5-11-86—Letter from Petitioner-workman to the Enquiry Officer (Xerox copy)

Ex. M-15/8-11-86—Reply by the Enquiry Officer to Ex. M-14 (Xerox copy).

Ex. M-16/17-11-86—Letter from Management-Bank, Manavalanallur branch to the Petitioner-workman for verification of documents received by him (Xerox copy).

Ex. M-17/27-11-86—Proceedings of the Enquiry Officer.

Ex. M-18/29-11-86—Letter from Inquiring Authority to Disciplinary Authority regarding conclusion of enquiry (Xerox copy).

Ex. M-19/21-1-87—Letter from Defence Representative, to the Inquiring Authority summing up enquiry proceedings (Xerox copy).

Ex. M-20/12-2-87—Letter from Enquiry Officer (Xerox copy).

Ex. M-21 —Findings of the Inquiring Authority (Xerox copy).

Ex. M-22/14-2-87—Show Cause notice issued to the Petitioner-workman (Xerox copy).

Ex. M-23/3-3-87—Show cause hearing (Xerox copy).

Ex. M-24/3-3-87—Reply by Defence representative to Ex. M-22 (Xerox copy).

Ex. M-25/7-3-87—Dismissal order (Xerox copy).

Ex. M-26/15-4-87—Appeal preferred by the Defence Representative to the Appellate Authority requesting to reinstate the Petitioner-workman (Xerox copy).

Ex. M-27/14-8-85—Letter from Management-Bank, Manavalanallur branch to the Regional Office of the Management-Bank, Tanjore reporting about petitioner-workman (Xerox copy).

Ex. M-28/2-9-85—Investigation report with enclosures (Xerox copy).

Ex. M-29/ —Savings Bank Ledger folio showing the S.B. A/c. No. 3623 in the name of Mr. V. Sunderesan and Mrs. S. Vimala (Xerox copy).

Ex. M-30—Pass book relating to S.B. A/c. No. 3623 of Mr. V. Sunderesan and Mrs. Vimala (Xerox copy).



- Ex. M-31/ —Withdrawal slip dated 14-8-85 for Rs. 250 with signature on the reverse of withdrawal slip (Xerox copy).
- Ex. M-32/ —Xerox copy of attendance register for the month of August, 1985.
- Ex. M-33/ —Xerox copy of Cashier's payment scroll dated 6-4-85, 15-4-85, 30-4-85, 9-5-85, 31-7-85 and 14-8-85.
- Ex. M-34/14-85—Letter from the Management-Bank, Manavalanallur branch, to the Regional Manager, I.O.B. Thanjavur regarding the fraudulent withdrawal in S.B. A/c. No. 3623 (Xerox copy).
- Ex. M-35/ —Xerox copy of balance books folio relating to S.B. Ledgers 16.
- Ex. M-36 —Xerox copy of balance book folio pertaining to ledger Nos. 2, 5 and 6.
- Ex. M-37 —Xerox copy of Interest Accrued Register folio showing the posting of interest accrued.
- Ex. M-38/18-7-84—Xerox copy of S.B. Account opening form relating to S.B. A/c. No. 3623 of Mrs. S. Vimala.
- Ex. M-39/ —Xerox copy of Officer's payment scroll dated 6-4-85, 15-4-85, 30-4-85, 9-5-85, 31-7-85 and 14-8-85.
- Ex. M-40/27-3-87—Letter from Petitioner-workman to the Appellate Authority requesting to give him an opportunity to appeal against the dismissal order (Xerox copy).
- Ex. M-41/31-3-87—Reply by Appellate Authority to Ex. M. 40 (Xerox copy).
- Ex. M-42/26-8-87—Order of Appellate Authority (Xerox copy).
- Ex. M-43/10-4-88—Dispute raised by petitioner-worker before the Conciliation Authority (Central), Madras (Xerox copy).
- Ex. M-44/ —Comments of the Management filed before the Regional Labour Commissioner, Madras (Xerox copy).
- Ex. M-45/21-7-88—Reply statement filed by the petitioner-worker before the Regional Labour Commissioner, Madras (Xerox copy).
- Ex. M-46/30-9-88—Conciliation Failure Report (Xerox copy).
- Ex. M-47/5-10-85—Complaint from Management-Bank to the Sub-Inspector of Police, Palaiyur Police Station, Palaiyur Thanjavur Dt.

नई दिल्ली, 27 मार्च, 1995

का.आ. 1121. —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलिकॉम फैक्टरी बम्बई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नं० I के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-95 को प्राप्त हुआ था।

[संख्या एल-40012/107/91-आईआर(डी.यू.)]  
के० वी० बी० उन्नी, डैस्क अधिकारी

New Delhi, the 27th March, 1995

S.O. 1121.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay No. I as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Telecom Factory, Bombay and their workmen, which was received by the Central Government on 22-3-95.

[No. L-40012/107/91-IR(DU)]

K. V. B. UNNY, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, BOMBAY

#### PRESENT:

Shri Justice R. G. Sindhakar, Presiding Officer.

Reference No CGIT-90 of 1991

#### PARTIES:

Employer in relation to the management of Telecom Factory, Bombay.

#### AND

Their Workmen.

#### APPEARANCES:

For the Management: Shri Masurkar, Advocate.

For the Workmen: Shri Kulkarni, Advocate.

INDUSTRY: Telecommunication. STATE: Maharashtra.

Bombay, the 24th day of February, 1995

#### AWARD

Government of India Ministry of Labour has referred the dispute mentioned in the schedule for adjudication below for adjudication under section 10(1)(d) read with 2A of the Industrial Disputes Act, 1947:

#### SCHEDULE

"Whether the action of the employer of Telecom Factory, Bombay in accepting the request for voluntary retirement of Shri Victor Fernandes, Higher Grade Office Asst., w.e.f. 1-8-1989 is legal and justified? If not, what relief the concerned workman is entitled to?"

2. He has stated that he joined Telecom Factory on 3rd of August, 1964 as Higher Grade Office Assistant and was suffering from hypertension, diabetes and neverness from 16th of August, 1984 to 17th of December, 1989. He had informed duly the management. His sick leave till 26th of October, 1986 was sanctioned. However the management issued a memorandum dated 24-11-1988 alleging misconduct because of his absence. No inquiry was held and he was asked to appear before the medical board at J. J. Hospital Bombay by letter dated 25th of January, 1988 for medical examination. He appeared before the board and got treated. On recovery he reported for duties on 19th of December, 1989 at the Factory of the employer but was shocked when he learnt when he was not allowed to resume duties. He was informed by letter dated 28th of December, 1989 that management has purportedly accepted his voluntary retirement w.e.f. 30th of July, 1989. The workman submitted that during his sickness which included mental sickness he had given application dated 30th of July, 1989 requesting management to relieve him under the voluntary retirement scheme w.e.f. 1-8-1989. Though he had given such an application there was no communication from the management as to whether the said application for voluntary retirement was accepted by them or not. He states that it was never accepted and no such acceptance was communicated to him. On the contrary on 3rd of October, 1989 he had informed the management in writing that his earlier application dated 30th of July, 1989 for voluntary retirement should be treated as cancelled. In short his contention is that on 3rd of October, 1989 he had withdrawn his application for voluntary retirement before its acceptance. Management's refusal to allow him to join on 19-12-1989 was therefore unjustified.

3. Management addressed a letter dated 21st of February, 1990 mentioning that he was permitted to retire voluntary w.e.f. 1-8-1989 and that his name was struck off the muster roll of the factory w.e.f. 1-8-1989. Earlier on 4th of January, 1990 he had made a request to allow him to resume duties. That was however considered and letter dated 21st of February, 1990 was sent.

4. He, therefore, contends that the termination of services w.e.f. 1-8-1989 was illegal unjustified and improper mala fide arbitrary and has stated the grounds on which he so contends. According to him misconduct was alleged but there was no inquiry and punishment of termination was not proper. He further contends that removal of his name from the muster roll amounted to 'retrenchment' and that was done without following the provisions of Industrial Disputes Act and therefore bad. He also contended that in spite of withdrawal of his request for voluntary retirement termination order was passed and that was vitiated. He, therefore, prayed for the reliefs.

5. Management has filed written statement. The facts alleged are controverted. It is submitted that he was an employee. It is stated that from 17th of August, 1984 he was absent and he submitted medical certificates from private medical practitioner and continued to be on leave till October 1986. Thereafter he neither applied for leave nor sent any termination intimation and therefore disciplinary proceedings were found necessary. He was asked to explain and in reply stated that he was still not well and was advised to take rest from October 1986 to November 1988. Since the absence was for a long period on medical grounds he was asked to appear before medical board. That he did not do for quite some time.

6. In the meanwhile he submitted a notice dt. 30-7-1989 requesting for voluntary retirement w.e.f. 1st of August 1989. His request for voluntary retirement was accepted by the management. He had himself requested for voluntary retirement w.e.f. 1st of August 1989. Formal communication of that order was delayed because the question of mode of recovery of Government dues was under examination. He in the meanwhile on 3rd of October 1989 sent that letter seeking withdrawal. However he stood retired w.e.f. 1-8-1989 and permitting him to withdraw did not arise. He was therefore not allowed to resume duties. It is contended that the same is in accordance with the rules governing the employee and there is nothing illegal in it.

7. The Learned Counsel appearing on either side have been heard and written submissions have been also filed on behalf of the management.

8. The admitted position is that he was on leave from August 1984 and continued to be on leave till October 1986. It appears that thereafter he did not send any communication to the management. It is also evident that he sent a letter dt. 30th of July 1989 requesting the management to relieve him under the voluntary retirement scheme w.e.f. 1-8-1989. He thus specified the date w.e.f. which he wanted to retire and that he was entitled to do under the pension rules. Since he had completed 20 years of qualifying service. Thereafter on 3rd of October 1989 he wrote a letter and communicated his decision to retire w.e.f. 1-8-1989. The subsequent letter withdrawing his earlier letter has been sent on 23rd of October 1989. By this letter he requested that his earlier application dt. 30th of July 1989 for voluntary retirement should be treated as cancelled. However the management did not and according to the management could not consider this subsequent request because the workman himself had conveyed his intention to retire w.e.f. 1-8-1989.

9. The Learned Advocate for the workman submits that there are several decisions on the point which lay down the position in law. It is open to an employee to withdraw his resignation before its acceptance. According to him the acceptance was communicated and till such time he withdrew it by his letter dt. 3rd October and therefore the question of retiring him w.e.f. 1-8-1989 did not arise. As against this submission made on behalf of the management is that he had mentioned the date on which he wanted to voluntarily retire and in view of the fact that he had already retired on 1-8-1989 as per the request he could not have withdrawn that on 3rd of October 1989. He relied upon rule 48A of the regulations in this behalf and it is clear that it is the voluntary

act of the Government servant. He has completed 20 years qualifying service. All that he has to do is to give notice. The question of withdrawing that is dealt with under clause 4 of rule 4A. It is stated therein that a Government servant who had elected to retire under this rule and given necessary notice to that effect to the appointing authority shall be precluded from withdrawing his notice except with the specific approval of such authority provided that the request for withdrawal shall be made before the intended date of his retirement. In this behalf it was submitted on behalf of the management that what he attempted to do was to withdraw after the intended date of retirement and that is he is precluded from doing so. Even before the intended date he would not do so except with the specific approval of the authority. Submission therefore is that on both the counts the workman's case suffers.

10. So far as the authorities on the point are concerned I find that the consistent view taken is that it is permissible to withdraw resignation letter before it becomes effective and in this case before me it had become effective on 1-8-1989 and therefore the authorities, with respect, relied upon in support are of not much assistance to the workman in the present case. Authorities go so far as to hold that before it becomes effective it could be withdrawn even if or after it is accepted.

11. Submission made on behalf of the workman was that the employee was under an obligation to give minimum 3 months notice and the notice was given on 30th of July 1989 and that period of 3 months would have been over on 30th of October 1989 and before that date notice was withdrawn. He further submitted that the workman had not asked for reduction of the notice period nor the management had sanctioned it. In the circumstances his submission was that withdrawal by letter dt. 3-10-1989 was permissible. I am unable to accept this submission. It is true that rule 48A contemplates a notice of not less than 3 months. Here in this case he has given notice that he wanted to retire w.e.f. 1-8-1989. The management had the option to accept the voluntary retirement. It became effective as stated by him on 1-8-1989 and he came to be in service thereafter. In that event it was not open to him to withdraw his letter of voluntary retirement.

12. It is urged on behalf of the workman that there was no acceptance by the appointing authority and therefore in view of the provisions of clause 2 of rule 48A there was no retirement. However the proviso to that clause says that where the appointing authority does not refuse to grant the permission for retirement before the expiry of the period specified in the said notice the retirement shall become effective from the date of expiry of the said period. Here the notice is of a shorter duration and during the period the management had not refused permission for his retirement the retirement becomes effective from the date of expiry of the said period. That period ended on 1-8-89. I therefore find that this is the case where workman had voluntarily retired w.e.f. 1-8-1989 and his subsequent withdrawal by letter dt. 3-10-1989 could not have been considered. At any rate the management had rejected the permission to withdraw and that could be done under rule 48A. In that view of the matter no grievance can be made about his retirement w.e.f. 1-8-89.

13. It is contended that his is a case of retrenchment and for that the submission is that it is not by way of punishment because no inquiry was conducted into misconduct. It is further submitted that by striking off his name from the muster roll amounted to retrenchment within the meaning of section 2(c) of the Industrial Disputes Act since there was non-compliance of the provisions of chapter VB he should be deemed to be in service. Here again I am unable to accept the submission made because in my opinion it does not amount to retrenchment. It is a case of voluntary retirement of the workman evinced by clause a. Compliance of provisions of chapter V therefore does not come in.

14. In a decision in the case Dharmchand Vs. Union of India and 3 others (1989) 10 Administrative Tribunal case page 19 Central Administrative Tribunal had an occasion to deal with a case of resignation and tribunal considered legal position vis-a-vis voluntary retirement and found that it was the same. It also held that it could be withdrawn at any time before it became effective even if it stood accepted by the Competent Authority. Here as I said above it became effective on 1-8-89 and could not have been withdrawn thereafter. Another decision of the Central Administrative Tribunal Madras 1989, 11 Administrative Tribunal cases page 583 dealt



with a case of voluntary retirement notice and its withdrawal. It considered criteria to be followed by the appointing authority while refusing withdrawal. That is however on a distinct point. A 3rd decision again of the Central Administrative Tribunal Madras in the case of M. Mathai Secretary Ministry of Defence New Delhi reported in 1989, 11 Administrative Tribunal cases 3-9 considered the rejection of withdrawal notice improper in the facts and circumstances of that case. However it was also of the view that the withdrawal must be before the voluntary retirement became effective. It is stated "it is also essential that such request should be made within intended date of retirement". In that case the application to retire was made on 17-8-1988, the intended date of retirement was 30-4-1989 and 30-9-1988 the employee wrote withdrawing his application. In this case before me the withdrawal letter has been written on 3rd of October 1989 while the date of voluntary retirement was 1-8-1989. Besides it is also necessary that this withdrawal should be with the specific approval of such authority. That is not to be found here. On the contrary the authorities accepted the resignation and struck off his name from the muster roll w.e.f. 1-8-1989. Late communication of acceptance for the reasons stated by the management will not come to the aid of the present workman. I therefore find that the action of the management in accepting the request for voluntary retirement w.e.f. 1-8-1989 is legal and justified and the workman is not entitled to any relief.

Award accordingly.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 27 मार्च, 1995

का.आ. 1122.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-95 को प्राप्त हुआ था।

[संख्या एल-41012/121/92-आईआर/डीएन/बी-1]  
पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 27th March, 1995

S.O. 1122.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Railway and their workmen, which was received by the Central Government on the 22-3-95.

[No. L-41012/121/92-IR(Dn)/B.1]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)  
CASE REF. NO. CGIT/LC(R)(6)/1994

#### BETWEEN

Shri Hari Bahadur Soni, Bapu Ki Kutiya, Roshanpura, T. T. Nagar, Bhopal (MP).

#### AND

The D.R.N. Central Railway, Bhopal and Dy. Chief Signal and Telecommunication Engineer, Railway Electrification, Central Railway, Bhopal (MP).

PRESIDED IN : By Shri Arvind Kumar Awasthy.

Appearances :

For Workman : None.

For Management : Shri S. K. Mishra, Advocate.

INDUSTRY : Railways DISTRICT : Bhopal (MP)

#### AWARD

Dated : March 1, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-41012/121/92 Dated 11-1-94, for adjudication of the following industrial dispute :—

#### SCHEDULE

"Whether the action of the management of Divisional Railway Manager, Central Railway, Bhopal and Dy. CSTE, R/E Central Rly, Bhopal in terminating the services of Shri Hari Bahadur Soni w.e.f. 1-12-90 is justified ? If not, what relief the workman concerned is entitled to ?"

2. Reference was received in the Tribunal on 17-1-1994 and since then in spite of repeated notices sent to the workman, the workman has not put appearance before the Tribunal nor he filed statement of claim. The management has also not filed the statement of claim. It appears that the workman is not interested in pursuing the matter referred to this Tribunal, for adjudication. No dispute award is, therefore, passed. No order as to costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 27 मार्च, 1995

का.आ. 1123.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्टिफिशियल लिम्ब सेंटर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नं. 1 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-95 को प्राप्त हुआ था।

[संख्या एल-42012/3/92-आई. आर. (डो. यू)]

को० बी० बी० उर्मा डेस्क अधिकारी

New Delhi, the 27th March, 1995

S.O. 1123.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bombay No. 1 as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Artificial Limb Centre and their workmen, which was received by the Central Government on 22-3-95.

[No. L-42012/3/92-IR(Du)]

K. V. B. UNNY, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, BOMBAY

Present :

Shri Justice R. G. Sindhakar, Presiding Officer.

REFERENCE NO. CGIT-5 OF 1993

Parties :

Employers in relation to the management of Artificial Limb Centre

#### AND

Their Workmen

Appearances :—

For the Management : Shri Masurkar, Advocate.

For the Workmen : Shri A. N. Kulmarni, Advocate.

INDUSTRY : Artificial Limb STATE : Maharashtra

Bombay, the 7th day of March, 1995

## AWARD

Government of India Ministry of Labour has by letter dt. 1st of January 1993 referred dispute mentioned in the schedule below for adjudication under section 10(1)(d) read with 2A of the Industrial Disputes Act, 1947.

## SCHEDULE

"Whether the action of the management of Artificial Limb Centre, Pune in continuing the employment of Shri Fulpager Srikanth Maganlal as an ad-hoc instructor Occupational (printing) since 17-6-1972 on a consolidated wages of Rs. 600 per month and refusing to make him permanent as Instructor Occupational (printing) is legal and justified? If not, what relief the workman is entitled to?"

2. Shri Fulpager appointed on an ad-hoc basis on 17th of July 1972 as a printing composing and appointing instructor (occupational). He has been working as such since then. His grievance is for a period over 20 years without a break he has served and was appointed through employment exchange Pune, an authorised recruiting agency or personnel in all Government services from out of a panel submitted by the Employment exchange. He has not been regularised and not paid the emoluments which he is entitled to on regular appointment. He states that he possesses the necessary qualification for the said appointment. He has been contributing to the Provident Fund since 1988. Though he represented his case to several authorities it had no effect. In spite of the directions not to make ad-hoc appointments and to continue them for an indefinite period he has been continued for over 20 years on ad-hoc basis and not given the benefits which a regular employee is entitled to and therefore he approached the Labour department and ultimately this reference has come to be made.

3. Written statement has been filed on behalf of the management and several contentions have been raised. It has been contended that right from the beginning his appointment was temporary and on ad-hoc basis and of which he was fully aware, a contention was raised that his salary was being paid out of regimental fund and therefore he was not a government servant governed by any of the service rules applicable to the Government servant. Jurisdiction of this Tribunal was challenged on the ground that the Central Government was not the appropriate Government. It is further contended that Shri Fulpager was not entitled to the reliefs claimed by him. Affidavits have been filed by Captain Gurudeep Singh and the workman and they have been cross-examined.

4. Since a preliminary objection was raised about the jurisdiction of the Central Government to refer this dispute for adjudication and a finding insisted upon I recorded my finding by order dt. 15th of September, 1994. It so happened that a similar point was raised on behalf of the artificial limb centre in reference No. 77 of 91 and a combined order governing these two reference was passed on 15th of September 1994.

5. Point that now arises for consideration is whether Shri Fulpager who was appointed on ad-hoc basis as printing composing and binding instructor since 1972 could be denied the benefit of permanency and the consequent benefit of wages as a regular employee. The order of appointment is not on record. However the superintendent, Employment Exchange has been informed by Shri Major Gujral Officer in command printing press on 23rd of August 1977 stating therein that he has been appointed as an ad-hoc printing composing and binding instructor since 17th of June 1972. It is mentioned therein that he was a temporary employee drawing a consolidated monthly salary of Rs. 300/-. It is also stated that his office had no objection to his regularisation with the employment exchange for a better employment and that he was employed here through the employment exchange Pune. It also certifies that he was honest humble and hard working. There are several certificates produced on record paying compliments to his work. It appears that Shri V. N. Gadgil wrote to the then Defence Minister on October 15, 1984 and July 25, 1985 and again on December 12, 1987 letters recommending favourable consideration of his case. In spite of all this he did not get any relief and on the contrary by letter dt. 6th of May 1991 he was informed by Raksha Mantralaya that under the recruitment rules for the post of instructor occupational (printing) in ALC Pune the method of filling up the post was from the Laskar/Mazdoor with five years service in the Grade failing which by direct recruitment. He was informed that he

neither belonged to feeder grade nor eligible for direct recruitment. Thus it is this that has given rise to a dispute and, therefore, necessitated an adjudication.

In view of the admitted position that he was appointed to the post of printing composing and binding instructor as early as in the year 1972 and continued to work till 1991 and when the communication referred above was addressed to him clearly shows that the continuation of the ad-hoc appointment as an ad-hoc appointee is thoroughly unjustified. The workman has produced several instructions issued by the Government personnel department stating that it was not proper to make ad-hoc appointments or continue them indefinitely. The instruction (xerox copies) of which is produced supports the workman's contention that appointments and continuance on ad-hoc basis for long was deprecated.

7. The reasons for not regularising his appointment given in the letter dt. 6th of May 1991 are far from satisfactory. It is said that the post is to be filled by promotion from amongst askar/mazdoor with five years service in the grade and he did not belong to that category. It may be so. The other category mentioned therein is by direct recruitment. It is evident that he was directly recruited to that post in the year 1972 as seen from the letter dt. 23rd August 1977. It is not shown that he was then not eligible for that appointment and therefore appointed on ad-hoc basis. If that is so he is a direct recruit. Mentioning that he was not eligible for direct recruitment without mentioning the reasons why he was not so eligible and without producing the relevant rules about the eligibility is difficult to appreciate. I, therefore, find that turning down the request of the workman for regularisation is not justified. It has to be remembered Captain Gurudeep Singh has in the course of his cross-examination admitted that the rules that are referred to in the last line of the letter dt. 6th of May 1991 are Central Government employees recruitment rules. As stated earlier it is not shown that he was ineligible for appointment in 1972 by direct recruitment. In fact in the written statement it has been contended in para four that the workman is not governed by any of the service rules applicable to the Government servant a statement which is contradicted by Captain Gurudeep Singh in his cross-examination. The witness then states that there are no rules governing the service conditions of these two employees namely Shri Fulpager and Sushama Gakwad & is rather difficult to reconcile all these contentions. Saying at one stage that they are not governed by rules applicable to the Central Government servants, then admitting that the rules referred to in the letter dt. 6th of May 1991 which made him ineligible for appointment by direct recruitment were the Central Government recruitment rules and then coming out with a case that there were no rules governing service conditions of these two workmen. On record are produced rules framed by the President of India in exercise of his powers under article 309 of the Constitution regulating the method of recruitment to certain posts in artificial limb centre Pune under the Director General Armed Forces medical services Ministry of Defence. Unfortunately I am unable to find out a provision governing recruitment of persons for the post of instructor occupational printing in ALC Pune in those rules. At any rate it was for the management to show that a person who has been working since 1972 on that post was appointed without he being eligible for that post and continued as such for a period of over 20 years was ineligible. In the circumstances I find that the action of the management is not at all justified in not regularising his services and giving him the benefit of wages to which relief he was entitled namely regularisation in the post and difference in wages which he would have earned and the wages paid to him.

Award accordingly.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 27 मार्च, 1995

का. आ. 1124—औद्योगिक विवाद अधिनियम, 1947  
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. टी. एन. एच. के पंचवर्षीय के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण,

बम्बई नं. 1 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-95 को प्राप्त हुआ था।

[संख्या एन-40011/19/90-आईआर(बी.यू.)]  
के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 27th March. 1995

S.O. 1124.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bombay No. 1 as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M.T.N.L., Bombay and their workmen, which was received by the Central Government on 22-3-1995.

[No. L-40011/19/90-IR (DU)]

K. V. B. UNNY, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL NO. 1, BOMBAY

#### PRESENT :

Shri Justice R. G. Sindhakar, Presiding Officer.  
Reference No. CGIT-41 of 1991

#### PARTIES :

Employers in relation to the management of Mandavi  
Telephone Exchange of Mahanagar Telephone  
Nigam Ltd., Bombay

#### AND

Their Workmen.

#### APPEARANCES :

For the Management—Shri More.

For the Workmen—Shri Devadiga.

INDUSTRY : Telecommunication STATE : Maharashtra  
Bombay, the 6th day of March. 1995

#### JUDGEMENT

Government of India Ministry of Labour has by letter dated 19-4-1991 referred dispute mentioned below in the Schedule for adjudication under Section 10(1)(d) read with 2-A of the Industrial Disputes Act, 1947.

#### SCHEDULE:

"Whether the management of Mahanagar Telephone Nigam Limited, Bombay were justified in (i) Terminating the service of S/Shri Balakrishnan Pillai Bearer, S. Joseph Roy Bearer and Venkappa Pujari-Tea Maker w.e.f. 2-2-89 and in refusing to extend Fourth Pay Commission Pay scale in spite of Supreme Courts interim order in spite of OM No. 3/2/10/86 Director (C) of 24-11-1986? If not to what relief the concerned workman is entitled to?"

2. Statement of claim has been filed and Shri Shetty in that statement has stated that these employees were canteen workmen and have been denied equal wages and benefits as applicable to the direct employee of the Bombay Telephone as it then was. Some of the employees of the non-statutory canteen under the Union of India filed writ petition before the Supreme Court wherein the Supreme Court on 26-9-1983 under an interim order directed payment of the same wages and allowances to the employees in the non statutory canteens as applicable to the direct employees of the department. The directorate of the canteens of Union of India accordingly issued directions for payment. In many respects and in some locations canteen employees were paid wages and allowances as per 3rd Pay Commission's recommendations. The Association states that in spite of the above position M.T.N.L. in many exchanges is not paying wages and other

allowances as per the recommendations of the 4th Pay Commission. The moment they requested the concerned Telephone Exchange department canteen to pay wages and allowances and bonus to the canteen employees as per 4th Pay Commission's recommendations the M.T.N.L. terminated the services of employees mentioned in the schedule.

3. The Government of India directives known as administrative instructions on department canteen in Government Offices and Industrial establishment (2nd edition 1988) under clause 1.6 on page 2 it has been specifically provided that for the specific number of employees taking facilities of the departmental canteen there should be specific type of canteen. The Association contends that the M.T.N.L. in its Mandavi Telephone Exchange employed more than one thousand employees. It is therefore mandatory that there should be a canteen of A type for the day shift employing 19 members as per GSR No. 54 dated 23-12-1980. In fact including 3 workman referred in the schedule there were only 11 employees and after the removal of these 3 there would be only 8 employees. This according to the Association showed the way the management was violating the various directives of the Supreme Court of India and Government of India. It apprehended that the management wants to remove all the departmental canteen employees whenever possible and give canteen on contract. Canteen contractors have been invited by giving advertisement in respect of other departmental canteens. This is in violation of the Administrative instructions. The object is to deny them the benefit of 4th Pay Commission's recommendations.

4. So far as the 3 workmen are concerned the Association states that they all joined on 1-10-1984 and Balakrishna Patil and S. Joseph Roy worked as bearers and Venkappa Poojari worked as tea maker. As against their entitlement to monthly salary of Rs. 1218 in addition to uniforms privileged leave, casual leave and sick leave they are being paid Balakrishna Patil Rs. 250, S. Joseph Roy Rs. 280 and Venkappa Poojari Rs. 300. Their services have been terminated w.e.f. 1-2-1989 without notice or wages, in lieu of notice or retrenchment compensation violating the provisions of Section 25-F of the I. D. Act, 1947. It is further contended that factories Act of 1948 is applicable because the canteen is manufacturing tea, coffee, snacks other eatable lunch and dinner. It is further stated that the mandatory provisions of VB of the I. D. Act in particular Section 25-N have not been complied with.

5. The action has been taken because they demanded bonus and this is a case of victimisation. The order of termination is thus challenged as mala fide, unjustified, illegal and otherwise inoperative. While stating so it has been contended that they have not committed misconduct, had a clean service record since the date of their joining till the date of their termination. They have not been given any opportunity before services were terminated, and no permission has been obtained from the concerned Government before terminating services.

6. Written statement has been filed on behalf of the management. It is contended that the departmental canteens in M.T.N.L. are governed by the guidelines and rules laid down in the brochure on departmental canteens. The management of those canteens vests in a managing committee consisting of the representatives of the Office and the employees as per the provisions of clause 16(ii) of the said brochure the Canteen run departmentally in Central Government Offices is excluded from the definition of industry under Section 2(i) of the I. D. Act, 1947. So far as the dispute it is contended it cannot be referred for adjudication to this Tribunal.

7. It is stated that they were employed as casual workers in the canteen w.e.f. 1-10-1984 purely on casual basis due to exigency of services as per the by-laws no casual employee could be employed unless the committee felt it necessary to do so.

8. The management submits that the workmen were paid monthly wages as decided upon by the committee depending on the increase in cost of living. Thus charges ranged between Rs. 150 to Rs. 390 per month. The workmen were not entitled to the supply of uniforms, privilege leave, casual leave and sick leave. They were taken on service every month afresh depending upon the need from 1-1-1989 the canteen committee has felt that these workmen services were not required in the canteen and as such their services were

terminated as per the direction of the Welfare Officer and Assistant General Manager. Management submits that, therefore, the Supreme Court judgement and the interim orders were not applicable in the present case. It is also contended that the recommendations of the Fourth Pay Commission were not applicable. It is denied that the services were terminated because they made a demand of benefits of Fourth Pay Commission's recommendations. Their services were terminated purely for administrative reasons that "services not required". They were employed purely on casual basis due to exigencies of services and they were not covered by the recruitment rules of Bombay Telephones and not entitled to any notice before termination of services.

9. The management has been contended that number of employees working in Mandavi Telephone Exchange building is below 500 and not more than 1000 as stated by the Association they have not violated the directions of the Supreme Court. The canteen is run as a welfare measure for the employees working in the Mandavi Telephone Exchange building on no loss no profit basis and not covered therefore by the provisions of Factories Act. It is also contended that the provisions of chapter VB of the Industrial Disputes Act, 1947 are not applicable to the persons. There is a denial on the point that they are entitled to monthly salary of Rs. 1211 supply of free uniform, privilege leave, casual leave or sick leave as alleged. They are also not entitled to notice, wages or retrenchment compensation. Since the employees are less than 499 the canteen is classified as 'C' type canteen and not 'A' type canteen. It is further submitted that the action is neither illegal, mala fide, nor unjustified. It is also denied that there has been a victimisation.

10. The contention is that the management of MTNL is not the employer nor the workmen employees under the provisions of Industrial Disputes Act and therefore question of permission did not arise. It is also denied it is not a case of retrenchment and therefore no question of retrenchment compensation arises. Prayer, therefore, is that the demand made be rejected.

11. On behalf of the Association Poojari and Shri Patil have filed an affidavit and they have been cross-examined on behalf of the management. Parties have also produced documents in support of their rival contentions. I have heard Shri More on behalf of M.T.N.L. and Shri Devadga on behalf of the Union.

12. It is not in dispute that these 3 employees worked between 1984 and 1989. Their services were terminated admittedly w.e.f. 1-2-1989. That is clear from Ex. 'W-4'. The certificates issued Ex. W-1 and 'W-3' show that they were in employment from October 1984 and were working in the departmental canteen of Mandavi Telephone Exchange.

13. Workmen contend that the termination of their services is mala fide, illegal, unjustified and therefore liable to be set aside in this behalf it is submitted that they are workmen within the meaning of Section 2(s) of the Industrial Disputes Act. Definition reads thus :

"Workmen" means any person (including an apprentice) employed in any industry to do any manual, unskilled skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957) ; or
- (ii) who is employed in the Police service or as an Officer or other employee of a prison ; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who being employed in a supervisory capacity, draws wages exceeding one thousand six hundred

rupees per mensem or exercises, either by the name or the duties attended to the office or by reason of the powers vested in him function mainly, of a managerial nature

14. It cannot be disputed in view of the definition that they were employed in an industry to do manual, unskilled/skilled work. The contention on behalf of the management is that they were casual workers. The definition says that he would be workman whether the terms of employment be express or implied and it does not take out of its category casual employees. The persons excluded are mentioned at Sr. No. (i) to (iv). Casual employees do not fall in any of those categories.

15. It is then submitted their case is governed by Section 2(oo) and they could be said to have been retrenched. Retrenchment has been defined thus

"retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) Voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract or employer and the workman concerned contains a stipulation in that behalf ; or
- (bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein ; or
- (c) termination of the service of a workman on the ground of continued ill-health ;"

16. Therefore termination by the employer of the service of a workman for any reason whatsoever (emphasis supplied) is retrenchment. It is not covered by any of the excluded, categories a, b, bb, and c. The fact that they were casual employees in my view is not established through an attempt has been made to contend in the written statement that they were being appointed every month afresh depending upon the need. There is no such evidence on record and on the contrary there is positive evidence to show that it was not so. The order of appointment is not placed on record. Order of termination is on record Ex. 'W-4' and it says that the name is removed from the muster roll of Mandavi Telephone Exchange departmental canteen services are terminated w.e.f. 1st of February 1989. It makes a reference to the instructions received from welfare office vide letter dated 17-1-1989. The word bonus has been mentioned here. That letter of the welfare officer is also on record Ex. 'W-2'. It is seen therefrom that it mentions that casual labour could not be appointed in the canteen and as such the Chairman of the Mandavi Telephone Exchange departmental canteen was requested to dispense with the services of 3 casual labourers in question immediately under intimation to the Welfare Officer's Office. It also mentions that the claim of these persons namely employees has been disallowed. It is, therefore, evident that the contention that they were being appointed from month to month afresh and their contract was not renewed by the canteen committee as their services were not required and therefore terminated is not sound. Pursuant to the directions of Welfare Officers their services were terminated. It is true that he mentions therein that casual labourers cannot be appointed in the canteen and therefore not entitled to bonus and therefore their services could be terminated. However the question that arises is whether their services were terminated as if result of non renewal of a contract of employment between the employer and the workman on its expiry or of such contract being termination under a stipulation in that behalf contained therein. But for the communication of the Welfare Officer they would have continued to work uninterruptedly because there is no material to show that their services were not required and that there was no occasion for renewal of the contract. There is also no material on record to show that the period for which they were appointed had expired and therefore their services were terminated. As I stated earlier the original order of appointment has not been placed on record to show that

there was a stipulation to that effect in the contract and pursuant to that the services were being terminated. Once that is seen it will be clear that this is a case of retrenchment because admittedly it is not a case of punishment inflicted by the way of disciplinary action and it does not form as I stated within any of the excluded categories.

17. The contention of the workmen then is that while retrenching them the management was under an obligation to comply with the provisions of Section 25-F of the Industrial Disputes Act. It is not disputed that they have been in continuous service for not less than one year. Once that position is accepted then Sections 25-F and 25-N have to be complied with, 25-F has not admittedly been complied with in as much as the workmen have not been given either one month's notice in writing indicating the reasons for retrenchment nor have they been paid in lieu of such notice wages for the period of notice nor have they been paid compensation payable under clause (b) of Section 25-F nor is any notice in the prescribed manner served upon the appropriate Government. If 25-N is attracted then that is also not complied with because it contemplates 3 months notice wages in lieu of notice and prior permission of appropriate Government. If thus mandatory provisions of Sections 25-F and 25-N are violated then the termination becomes illegal and void and liable to be set aside. Consequence is that the workmen are entitled to reinstatement and back wages.

18. Management comes out with a case that the I. D. Act itself is not applicable. For that purpose it relied upon Annexure 'H' Ex. 'M-5'. It mentions canteen run departmentally in Central Government Offices are excluded from the definition of Industry under Section 2(j) of the I. D. Act and as such canteens do not come under the purview of Industrial Disputes Act, 1947. It appears that this is a part of a brief on departmental canteens. However on behalf of the workmen a letter addressed by Minister of Labour and Rehabilitation dated 27th of May 1984 has been produced. Therein it has been stated that the question whether departmental canteen should be treated as Industry or not under the I. D. Act was under consideration with the Ministry of Home Affairs and Ministry of Law. It further states it is left that unless exemption is provided under the I. D. Act canteens will be covered under the definition of Industry under the I. D. Act. It further states in view of this the Industrial Disputes relating to canteens are being processed on merits. Therefore it appears that this position as shown in Annexure 'H' is not correctly stated. Apart from this a copy of the judgement of the High Court in appeal No. 21 of 1989 in writ petition No. 3298 of 1988 dated 21st of June 1991 is produced on record. Therein the Bombay Telephone canteen employee's Association was the Appellant and the association had claimed certain reliefs relating to conditions of service of its members including pay scales. The Learned single Judge has rejected the writ petition observing that the dispute could be dealt with under the relevant industrial law. Because of that Association filed appeal and while dispensing of that appeal the Learned judges observed "an apprehension was voiced on behalf of appellant that in case the dispute goes before the Competent Authority under the relevant statute an objection might be raised on behalf of the respondent authorities that since the members of the Association are employed in canteens run departmentally by the respondent corporation which is state, the said Competent Authority would not have jurisdiction to adjudicate the dispute. We do not see any valid reason for the entertainment of such apprehension nor have any doubt that even if such objection is raised it is open to meet its pre-destined fate. However to allay the apprehension, a statement has been made on behalf of the respondent authorities that no such objection would be taken before the competent authority". Thereafter appeal was summarily dismissed. In view of this in my opinion it is not open to MTNL to contend that this Tribunal cannot exercise jurisdiction under the Act. Apart from the concession made at the bar and recorded in appeal I am also of the view that the High Court has clearly observed that a dispute raised by the employees in the departmental canteens of MTNL capable of being adjudicated by an Industrial Court. I may also state, if found necessary, that if this Tribunal's finding is necessary the same is that this is an industry and a dispute raised is rightly referred to this Tribunal for adjudication by

the Appropriate Government and this Tribunal has the jurisdiction to adjudicate upon it. Therefore these three employees are workmen within the meaning of Section 2(a), they have been retrenched within the meaning of Section 2(oo) and that action has not been in compliance with the provisions of Sections 25-F and 25-N of the I. D. Act and therefore void and liable to be set aside. Consequence will be that they are entitled to reinstatement and back wages.

19. The next point that would arise for consideration is whether the management's action in refusing to extend 4th pay commission's pay scale in spite of Supreme Court's interim order and in spite of OM 3/2/1986 director (c) of 24-11-1986 is justified. The fact that they are not given the benefit is not disputed and in the written statement it has been mentioned that they were paid monthly wages as decided by the canteen committee depending upon the increase in cost of living etc. It is further stated that they were not entitled to supply of uniforms, privilege leave and casual leave and sick leave. It is denied that they were entitled to monthly salary of Rs. 1211. In this connection reference to documentary evidence produced will be necessary. Assistant Director sports by letter dated 8-1-1987 forwarded a copy of Ministry of Personal Public grievance and department of personal and training New Delhi dated 24th of November 1986 on the subject revised pay and allowances of non statutory canteen employees on the basis of the Fourth Pay Commission's recommendations for immediate action. This was forwarded by Welfare Officer MTNL Bombay 2, to the Chairman of All departmental canteens and all Secretaries of the canteens. At Ex. 'W-6' is a copy of OM No. 3/2/1986-director (c). This directs that in pursuance of an interim order of Supreme Court of India to pay non statutory canteen employees at the same rate and at the same post employees of statutory canteens are being paid and consequent upon the revision of pay scales of non statutory canteen employees are revised as part A of the first schedule of the Central Civil Services (revised pay) rules 1986 w.e.f. 1-1-1986 as shown in the Annexure OM. The pay scales are mentioned in the Annexure. They prescribed the pay scales for beerers and Tea makers. The revised pay scales are 750-12-870-ER-14-940. I do not see how in the face of this material and more particularly by the office memorandum dated 24th of November 1986 Ex. 'W-6' it could be urged that these employees are not entitled to those pay scales especially because copy of this has been forwarded to the heads of Telecom circles and which in turn has been sent by Welfare Officer MTNL, to Chairmen of all departmental canteens. Reference has been made in this office memorandum dated 24-11-1986 to the interim orders of the Supreme Court of India to pay the non statutory canteen employees of statutory canteens are being paid and also makes reference to the revision of pay scales on the recommendations of Fourth Pay Commission and directs that pay scales of non statutory canteen employees are revised as per part A of the first schedule w.e.f. 1-1-1986 and the Annexure showed that. It also mentions that canteen employees will also be paid dearness allowance, house rent allowance, city compensatory allowance, hill compensatory allowance, bad climate allowance etc. at the revised rates with effect from the same dates. On the basis of the recommendations of the Fourth Pay Commission, I, therefore, find no difficulty in directing the management of MTNL to comply with the direction of Office memorandum dated 24th November 1986 which are based on the interim orders of the Supreme Court of India. Therefore the order terminating the services of these 3 employees is set aside and they are reinstated with full back wages which will be calculated on the basis of revised pay scales accompanying the memorandum dated 24-11-1986 Ex. '6' which will be a part of this award. However the amount paid to the employees between 1-1-1986 till 1-2-1989 is liable to be deducted from that amount.

Award accordingly.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 27 मार्च, 1995

का.आ 1125.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार मैसूर राष्ट्रीय पाषाण एवं खनिज उद्योग लि.,

जयपुर के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-3-95 को प्राप्त हुआ था ।

[सं. एल-29012/54/84-डी-III-बी]  
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 27th March, 1995

S.O. 1125.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the Award of the Central Government Industrial Tribunal, Jaipur, as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. Rastriya Pasan Abong Khanij Udyog Ltd., Jaipur and their workmen, which was received by the Central Government on 27-3-95.

[No. L-29012/54/84-D.III-B]  
B. M. DAVID, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी.आई.टी. 32/1985

रैफरेंस : केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश  
क्रमांक एल. 29012/54/84 डी-III की दिनांक  
31-5-85

श्री दाऊदयाल पुत्र श्री किशोरीलाल

—प्रार्थी

वनाम

संसर्ग राष्ट्रीय पापाण एवं खनिज उद्योग लि.,  
जयपुर ।

—अप्रार्थी

उपस्थित

माननीय न्यायाधीश श्री के.एल. व्यास, आर.एच.  
जे. एम.

प्रार्थी की ओर से : श्री एम. एफ. बेग  
अप्रार्थी की ओर से : श्री जी. के. राणा  
दिनांक अर्वाइड : 12-1-95

अर्वाइड

दोनों प्रतिनिधिगण उपस्थित हैं । यूनियन का कोई भी गवाह उपस्थित नहीं है । श्री बेग प्रतिनिधि यूनियन का कथन है कि उन्हें पक्षकार की ओर से कोई भी निर्देश पैरवी के संबंध में नहीं हैं यद्यपि उन्होंने पक्षकार को कई लिखित सूचना भेज दी हैं । यह प्रकरण 1985 का है । आज तक कोई भी साक्ष्य यूनियन की नहीं हुई है । अतः आईन्दा साक्ष्य हेतु अवसर देने का कोई औचित्य नहीं है । प्रकरण में इस कारण नो डिस्प्यूट अर्वाइड पारित किया जाता है जो केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजा जावे ।  
के. एल. व्यास, पीठासीन अधिकारी

नई दिल्ली, 28 मार्च, 1995

का.आ. 1126.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लक्ष्मी विलास बैंक, करूर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-3-95 को प्राप्त हुआ था ।

[संख्या एल-12011/24/85 डी-IV(ए)]  
पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 28th March, 1995

S.O. 1126.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Lakshmi Vilas Bank Karur and their workmen, which was received by the Central Government on the 28-3-95.

[No. L-12012/24/85-DIV(A)]  
P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,  
TAMIL NADU MADRAS

Thrusday, the 17th day of November, 1994

PRESENT :

Thiru K. Ponnusamy, M.A. B.L., Industrial  
Tribunal

Industrial Dispute No. 33/1986

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workmen and the Management of Lakshmi Vilas Bank, Karur).

BETWEEN :

The Workmen represented by,  
The General Secretary,  
The Lakshmi Vilas Bank Employees,  
Union, 29, Wallajah Road,  
Madras-600 002.

AND

The Chairman,  
Lakshmi Vilas Bank Limited,  
Sengunthapuram,  
Karur.

Reference :

Order No. L-12011/24/85-D.IV(A), dt.  
19-5-86, Ministry of Labour, Govt. of  
India, New Delhi.

This dispute coming on for final hearing on  
Tuesday, the 1st day of November, 1994, upon

perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru K. Chandru, Advocate appearing for the Workmen and of Tvl. T. S. Gopalan and S. Ravindran, Advocates appearing for the Management, and this dispute having stood over till this day for consideration this Tribunal made the following.

### AWARD

This reference has been made for adjudication of the following issue :—

“Whether the Management of Lakshmi Vilas Bank, Karur is justified in withdrawing the special allowance from members of staff, whose names are given in the annexure, without notice. If not what relief are the workmen concerned entitled to ?”

#### Annexure :

S. No.	Name	Allowance withdrawn from
1.	T. Nirmala	1-3-84
2.	Rathika T. Krishnan	1-3-84
3.	T. Visagavijayan	11-3-84
4.	A. Chakravarthy	1-3-84
5.	R. Sundararaman	1-3-84
6.	C. Rajendra	1-3-84
7.	R. Gunasekar	26-11-83
8.	C. Durairaj	30-11-83
9.	R. Damodaran	2-11-83
10.	C. Vijayaraghavan	2-11-83
11.	S. Murugavel	21-10-83

2. The claim of the petitioner briefly stated is as follows.—The respondent bank is a scheduled Bank governed by the provisions of Banking Companies Regulation Act. The service conditions of its employees are governed by various Bipartite Settlements and the latest one being between the petitioner-union and the respondent dated 10-1-1983.

3. In the year 1977 the respondent bank established a Data Processing Section in Madras to handle jobs for inter-branch reconciliation Agencies, abstract figures, P.F. Staff Security deposits which was done by the Accounts department manually. They had installed a machine IBM 402 under the Unit record system. The said section was under the control of the Accounts Department. It had a sanctioned strength of 15, including 5 machine operators and 7 punch card operators, besides other executives. For the purpose of doing the work of machine operators an allowance of Rs. 152 per mensem and for the purpose of discharging the duties of punch card operators an allowance of Rs. 87 per mensem was paid by the respondent bank. The respondent bank in order to recruit personnel for the D.P. Section called for

applications from all the qualified employees of the bank. On the basis of selection made by them both in regard to their aptitude as well as their skill for taking selections were made. Among the selected persons a seniority list was drawn out. On the basis of the said seniority the selected persons were sent for training with the IBM World Trade Corporation. Those persons, who had entered on training, the respondent bank took an agreement for posting them in the D.P. Section. This agreement they had insisted for the reason that such of those employees had undergone training in the unit record system and the training expenses were met by the respondent bank. Term 3(2) of the said agreement, every employee who had undergone training was bound to serve atleast for a period of five years from the date of completion of the said training. All of a sudden the respondent bank with ulterior motives started giving substantial work of the bank to a private agency by name, Tata Consultancy Service. For such diversion, the petitioner-union was never taken into confidence, and the same was done surreptitiously. When it came to the knowledge of the petitioner-union, about such legal diversification the petitioner-union protested against such diversification vide their letter dated 23-10-83, 28-10-83.

4. The strategy adopted by the respondent suddenly withdrew the personnel employed in the D.P. Section and transferred those employees to various other branches and also redesignated them as clerks. For this purpose, the respondent simply issued a letter to these employees stating that their redesignation was necessitated due to discontinuance of Data Processing Section and that consequent upon the redesignation, the allowance hitherto given to them was withdrawn. The Union after taking up the matter with the respondent and having failed in their attempt took up the issue before the Regional Labour Commissioner (Central) as an Industrial dispute vide their letter dated 19-6-85. Several meeting were held before the Conciliation Officer and minutes were also recorded on 17-10-1985. Since the respondent was not filling for any reasonable proposal, the conciliation ended in a failure and accordingly a report was sent to the Government of India dated 1-11-85 which resulted in the present reference as stated already. Withdrawal of the allowance paid to the 10 employees in the D.P. Section as well as an employee who was working as a Relieving Telephone Operators is wholly illegal and unjust. The employees were trained and appointed with a specific nomenclature to work in that section. In order to deprive them of the allowance paid to their post the respondent bank is bound to follow the procedure prescribed under Sec. 9A read with Schedule IV of the Industrial Disputes Act. The allowance that is paid to the employees cannot be stated to be functional that it won't attach to the said post of the 11 employees who were specifically trained for the purpose of getting the posting and the fact that the respondent itself had taken an agreement from these employees



to work for a minimum period of 5 years, would show that the allowance is not functional. While the employees were discharging the functions in the D. P. Section, they are entitled to take privilege leave, earned leave and for that purpose, their leave salary is calculated after taking into account the said allowance. Besides this, whenever an employee was promoted to the Officer Grade II the pay which was drawn by him while working in the Section was protected and a special allowance was also given while working as Officer Grade II. This has been clearly stipulated in the agreement dated 10-1-83 under Clause 1.22. The respondent's action in closing down the D.P. Section with a view to giving work to outside agencies is an act of unfair labour practice. In any event, for redesignating the post of these 11 employees and also to deprive the permanent allowance attached to the said post, the respondent ought to have followed the procedures prescribed therein.

5. The defence of the respondent briefly stated is as follows. The Administrative Office used to attend among other functions control of advances, development works, appointment, transfer etc. of personnel monitoring and recovery of bank dues, legal affairs and centralisation of accounts. The centralisation of accounts was done in the Administrative Office at Madras under the control of the Chief Accountant. In order to facilitate fast and accurate reconciliation of accounts, in the year 1977, the respondent decided to go in for machine accounting, and it installed accounting machines like IBM De-coder, 0424 Punching Machines, 056 Verifier Etc. Any person who is conversant with punch card operation and operation of the Accounting Machine can be assigned the work connected with Machine accounting. The punch card operations and the machine operation are so simple that any clerks with two weeks training could attend to this work. The IBM Company conducted an aptitude test and clerks who were desirous of working as punch card operators and machine operators were required to appear for the test. The test was purely to find out the aptitude of the candidate for the job. Only the Clerks underwent the test. The candidates who passed the test were selected for entrusting with the additional duties of punch card operations/machine operators. Each clerk was informed about his selection for the assignment in Machine Accounting and on his expressing willingness to work, was required to work as punch card operator/machine operator. During the period when they were attending to the work of punch card operator, machine operator, they remained in the cadre of clerk which was their substantive appointment. No one is either recruited or appointed for the post of punch card operator/machine operator. It is only clerks who were required to perform the work of punch card operator, machine operator. Those clerks who were assigned the work of punch card operators or machine operators, were designated as punch card operators/machine operators in view of para 5.12 of Bipartite Settlement dated 19-10-1966. With the passage of time, these accounting machines developed repairs and for carrying out repairs, spares were not readily available. The agency which providing maintenance service could not give satisfactory maintenance. In the circumstances, when the Administrative Office was shifted from Madras to Karur in the year 1983, the respondent decided to discontinue the working of the accounting machines. Consequently all the clerks who were assigned the job of punch card operator/machine operator were relieved of the additional duties and though it was not necessary they were redesignated as clerks in order to be specific and clear and posted to other establishments of the respondent. The Bipartite Settlement Governing the respondent bank provides for payment of special allowance for employees attending to punch card operation and accounting machine operations. The first 10 clerks mentioned in the order of reference were being paid special allowance when they were attending to the work of punch card operation/machine operation. When once the respondent discontinued punch card operation and accounting machine operations these persons were asked to perform the job of a clerk only and as such they ceased to be eligible for payment of special allowance. The payment of special allowance was not a service condition of the clerks. No clerk can claim the payment of special allowance

which was being paid when they were performing the job of punch card operator/machine operator as a vested right in his favour and no clerk could claim that the said payment should be continued even when they were not attending to the job of punch card operator/machine operator. There were no posts of punch card operators or accounting machine operators in the respondent-bank. The first ten employees mentioned in the annexure to the order of reference were assigned the nomenclature of punch card operator/machine operator by virtue of Clause 5(12) of the Bipartite Settlement dated 19-10-1966. The claim of the respondent in removing the nomenclature like punch card operators and machine operators and specifying them for 'redesignating them' as Clerks consequent to the winding up of the Data Processing Work is perfectly justified and it would not amount to an alteration or their service condition. As per Chapter V of the Bipartite Settlement dated 19th October, 1966 the Special Allowances are intended to compensate a workman for performance or discharge of additional duties and a workman will be entitled to a special allowance only so long as he is in charge of such work which attract such allowance. The payment of special allowances were discontinued when the concerned clerks were relieved of the additional duties and the same was done in pursuance of the Bipartite Settlement. Section 9-A of the Industrial Disputes Act has not been violated. Regarding the case of S. Murugavel, he was appointed as apprentice clerks on 1-7-1979 for a period of three months. At that time there was a regular Telephone Operator by name Kalyani working in the Administrative Office at Madras. S. Murugavel has passed Telephone Operator Test and got a certificate dated 21-12-1978 from S.R.V.S. Telegraph Institute, Coimbatore. He was primarily a clerk and at the end of his apprenticeship period he was asked to perform the work of a relieving Telephone Operator and he became entitled to the special allowance as provided in the Bipartite Settlement. When the PBX Telephone installed by the Administrative Office was surrendered to the Telephone Department at the time of shifting the Administrative Office from Madras to Karur, the regular Telephone Operator opted for posting as a clerk. As far as Murugavel was concerned he was primarily a clerk, and in addition to his clerical duties, he was doing the work of relieving telephone operator. He was permanently appointed as Clerk only. In these circumstances, Murugavel ceased to draw payment of special allowance which he was drawing while he was relieving Telephone Operator. Only in the case of two clerks in the IBM World Trade Corporation charges the respondent for giving them training on accounting machines, and in view of bank having incurred expenditure for their training, the Bank reserved its right to require these two clerks to work as Machine Operators atleast for a period of 5 years but, it did not mean that there was any change in their substantive post, as a clerk. For bonafide business reasons, the respondent discontinued the operations of accounting machines. The respondent was not obliged to inform the workmen about the discontinuance of the Operations of the Accounting machines. Once the accounting machines were not operated by the respondent, the concerned clerks had to be posted to other establishment. In fact, there was no question of change of designation because even during the period they were performing the job of punch card operators/machine operators they continued to be in the category of Clerks. There was no question of withdrawal of allowance to which the 10 clerks were entitled by the virtue of their employment as Clerks since their eligibility and entitlement to the Special allowance was only for the period during which they were required to perform the work of punch card operator/machine operator. Similarly in the case of Murugavel, the contingency to act as a Relieving Telephone Operator ceased when the PBX board was surrendered and the regular Telephone Operator opted for posting as a Clerk. They were appointed when they were asked to perform the work of punch card operator/machine operator. The payment of special allowance was not a condition of service attached to the post to which they were appointed. It was an allowance payable to any employee who performs the work of a punch card operator/machine operator. Hence the question of giving notice u/s 9-A did not arise. The use of the word "redesignating" in the letters issued to 10 clerks in 1983 and 1984 was unintentional and it cannot create a right where there was none. There is no merit in the demands of the petitioner and the same should be rejected.



## 6. The issue for determination is :—

"Whether the Management of Lakshmi Vilas Bank, Karur is justified in withdrawing the Special Allowance from Members of staff, whose names are given in the annexure, without notice? If not, to what relief are the workmen concerned entitled to?"

7. The issue.—The names mentioned in the annexure to the claim statement are the employees under the respondent. The employee C. Rajendra was appointed as a Probationary Clerk by an appointing order dated 21-3-74 subject to certain terms and conditions of service is borne out by Ex. M.1. He accepted the appointment. He was provisionally selected for the post as Key Punch Operator is evidenced by Ex. M.2. He was confirmed as Clerk. He was granted special allowance Rs. 87 p.m. The respondent discontinued Data Processing Section and as a consequent of it, the respondent-bank withdrew the said special allowance with effect from 1-3-84 and it was communicated to the said Rajendra by registered letter dated 1-3-84, with acknowledgement is made out by Ex. M.3. T.C. Visakavijayan was appointed as a Probationary Clerk by the respondent bank by appointment order dated 26-4-74 subject to the terms and conditions of service is made out by Ex. M.4. He was confirmed as a Clerk. He was posted as Key Punch Operator with effect from 24-9-79 is disclosed by Ex. M.5. He was granted special allowance of Rs. 152 p.m. He expressed his willingness on 24-9-79 is revealed by Ex. M.7. He was granted a special allowance of Rs. 152 p.m. The special allowance was withdrawn by the respondent by letter dated 3-3-84 and it was communicated to him by letter dated 3-3-84 by registered post with acknowledgement is substantiated by Ex. M.8.

8. Mrs. T. Nirmala was appointed as Probationary Clerk subject to the terms and conditions of service by the appointment order dated 30-10-75. She gave her consent for the appointment. She was confirmed as a Clerk. She was selected for posting as Machine Operator. She was granted a Special Allowance of Rs. 152 p.m. is proved by Ex. M.10. She expressed her consent to work as Machine Operator is revealed by Ex. M.11. She was posted as Machine Operator w.e.f. 9-12-81 is evidenced by Ex. M-12. The Special allowance of Rs. 152 granted to her was withdrawn with effect from 1-3-84 since respondent bank discontinued the Data Processing Section. On the withdrawal she was redesignated as Clerk with effect from 1-3-84 and posted to Triplicane branch. It was communicated to her by letter dated 3-3-84 by registered post, is evidenced by Ex. M.13.

9. R. Gurasekaran was appointed as a Probationary Clerk by the respondent-bank by the appointment order dated 29-12-1975 subject to terms and conditions of service. He gave his consent for appointment. The respondent bank granted a Special Allowance of Rs. 170 p.m. to him. He was posted as Key Punch Operator with carries the special allowance of Rs. 87/- p.m. and his willingness was sought by the respondent-bank is evidenced by Ex. M-15. He expressed his willingness to work as Key Punch Operator is made out by Ex. M-16. He was posted as Key Punch Operator w.e.f. 18-2-80 is evidenced by Ex. M-17. A special allowance of Rs. 75/- p.m. granted to him was withdrawn consequent to the discontinuance of the Data Processing Section of the respondent bank and it was communicated to him by letter dated 22-11-83 by registered post with acknowledgement, is borne out by Ex. M-18. He was redesignated as Clerk and posted at Madras Main branch.

10. A. Chakravarthy was appointed as a Probationary Clerk by the respondent-bank by an appointment order dated 19-8-76 subject to terms and conditions of service. He was confirmed as Clerk. His consent for the appointment was sought for from him. He expressed his consent. He was granted a Special allowance of Rs. 87/- p.m., since he worked as a Machine Operator in the Data Processing Section of the respondent-bank. The respondent-bank withdrew the said special allowance w.e.f. 1-2-84 and it was communicated to him by letter dated 3-3-84 by registered post with acknowledgement since data processing section was discontinued by the respondent-bank. He was re-designated as Clerk with effect from 1-2-84 and posted to G. N. Street branch.

11. G. Vijayaraghavan, was appointed as Probationary Clerk in the personnel department of the respondent-bank by an order of appointment dated 23-8-76 subject to the terms and

conditions of service and he was confirmed as a Clerk, is evidenced by Ex. M-20. He was posted as a Key Punch Operator w.e.f. 24-9-79 and was granted a special allowance of Rs. 28/- per mensem is evidenced by Ex. M-21 and M-23. He expressed his consent to work as Key Punch Operator is borne out by Ex. M-22. The special allowance was withdrawn by the respondent-bank w.e.f. 1-11-1983 and it was communicated to him by letter dated 22-11-1983 by registered post acknowledgement since data processing section was discontinued by the bank is made out by Ex. M-24. He was re-designated as Clerk w.e.f. 1-11-83, and posted to Triplicane branch.

12. R. Sundararaman, was appointed as a Probationary Clerk subject to the terms and conditions of service by the respondent-bank by an order of appointment dated 9-5-1977, and his willingness was sought for is borne out by Ex. M-25. The special allowance granted to him was withdrawn w.e.f. 1-3-84 and it was communicated to him by letter dated 3-3-84 by registered post with acknowledgement since the data processing section of the respondent-bank was abolished. He was re-designated as Clerk with effect from 1-3-84 and posted to EDP Section, Madras is evidenced by Ex. M-26.

13. Ms. Radhika T. Krishnan was appointed as a Probationary Clerk in the data processing section of the respondent's administrative office, Madras. She was expressed her consent to work as a Clerk is borne out by Ex. M-27. She was confirmed as a Clerk and she was posted as a Key Punch Operator and she was granted a special allowance of Rs. 49/- p.m. Her willingness to work as a Machine Operator in the respondent's data processing section, Accounts department, Administrative office, Madras was sought for is disclosed by Ex. M-28. She expressed her willingness to work as a Machine Operator is evidenced by Ex. M-29. She worked as a Machine Operator w.e.f. 24-9-79 is made out by Ex. M-30. The special allowance of Rs. 152/- p.m. granted to her was withdrawn with effect from 1-3-84 since the respondent-bank discontinued data processing section and it was communicated to her by letter dated 3-3-84 by Registered post acknowledgement is evidenced by Ex. M-31.

14. Damodharan was appointed as a Probationary clerk, personnel department by respondent by an appointment order dt. 19-7-79 is borne out by Ex. M-32. He was selected for posting as Key Punch Operator and his willingness was sought for. He expressed his willingness is evidenced by Ex. M-34. He was granted a special allowance of Rs. 28/- p.m. is made out by Ex. M-33. He was posted as Key Punch Operator with effect from 24-9-1979 is proved by Ex. M-35. He was redesignated as a Clerk and a special allowance of Rs. 87/- granted to him was withdrawn consequent of the discontinuance of data processing section and it was communicated to him by registered post with acknowledgements is substantiated by Ex. M-36.

15. Durairaj was appointed as Probationary Clerk, Personnel Department, and his willingness was sought for by appointment order dated 12-5-1980 is supported by Ex. M-37. He was selected for the post of Key Punch Operator and his willingness was sought for is borne out by Ex. M-38. He expressed his willingness to serve as a Key Punch Operator is borne out by Ex. M-39. He was posted as Key Punch Operator, is made out by Ex. M-40. The Special allowance of Rs. 87/- per mensem granted to him was withdrawn on discontinuance of the data processing section and it was communicated to him by the letter dated 22-11-83 by registered post with acknowledgement, is made out by Ex. M-41.

16. Murugavel, applied for a post in the respondent bank is disclosed by Ex. M-42 and M-43. He was appointed as an apprentice clerk for a specified period of 3 months subject to terms and conditions of service, is borne out by Ex. M-44. He was relieved on 8-12-1979 from the post, is evidenced by Ex. M-45. He was appointed as a Relieving Telephone Operator by an appointment order dated 10-12-1979 subject to terms and conditions of service is borne out by Ex. M-46. He joined duty on 11-12-1979 is evidenced by Ex. M-47. The terms and conditions of the service is evidenced by Ex. M-48. He was transferred and posted to the Economic Department of the respondent-bank is made out by Ex. M-49. He was granted a special allowance of Rs. 16/- p.m. is evidenced by Ex. M-48. The said allowance was withdrawn and it was communicated to him by letter dated 14-11-1983 by registered post with acknowledgement, is evidenced by Ex. M-50. The

Management of the respondent-bank entered into a Settlement dated 25-3-1975 is borne out by Ex. M-51. Ex. M-51 provides for special allowance.

17. The Management of the respondent-bank and the employees entered into a settlement dated 10-1-1983, is evidenced by Ex. W-1. Special allowance is given to workmen who has got skill in the post in which he is working. Special allowance is not attached to the post. If additional work and responsibility is assigned to an employee, special allowance shall be given to him as compensation for the additional work performed by him and shouldering additional responsibilities. An employee who holds post which requires skill and additional work and more responsibilities assigned to him alone, is eligible to claim special allowance. Notice shall be given to an employee before the stoppage of Special allowance is held in Volume 33 (1969 FJR p. 457) Indian Overseas Bank Ltd., Vs. Their workmen. The principle of law laid down in the aforesaid decision cannot be disputed. Discontinuance of the special allowance is not an alteration or change of terms and conditions of service within the meaning of Section 33(1)(a) of Industrial Disputes Act. The respondent abolished the data processing section since the machine frequently went out of order and spare parts were not available. The abolition of data processing section by the respondent is not motivated or mala fide. If the abolition of the data processing section by the respondent is motivated, the respondent would have retrenched some of employees. The fact that the respondent has not retrenched some of the employees proves, that the discontinuance of the data processing section by the respondent is not motivated or mala fide.

18. Murugavel was appointed by the respondent on sympathetic grounds. He was posted as a Relieving Telephone Operator. The PBX Board installed by the administrative office of the respondent-bank was surrendered to the telephone department. The Telephone Operator opted for the post of Clerk and she was posted as a Clerk. Murugavel was redesignated as a Clerk. He ceased to perform the function of a Telephone Operator and as such he is not eligible to claim special allowance. The post of Key Punch Operator was abolished on the consequent of the abolition of data processing section in the respondent-bank, and from that time onwards the payment of special allowance was discontinued and as such the employees are not eligible to claim the special allowance. So, no question of issuing of notice of discontinuance of special allowance as per Section 9 of the Industrial Disputes Act arises. Even assuming that notice to the employees is necessary, the discontinuance of payment of special allowance was communicated to the concerned employees by letter by registered post with acknowledgement due and it was duly received and acknowledged by the employees concerned. Once the employee is relieved from the post of Key Punch Operator, he ceases to function as a key punch operator in the data processing section and as such he is not eligible to claim the convenience of special allowance. Petitioner cannot question the respondent regarding the abolition of the data processing section since it is left to the will and pleasure of the respondent-bank. Special allowance is not functional but attached to a particular post called Key Punch Operator. That post is not a permanent post. That post was abolished by the respondent and the employee who performed the function of Key Punch Operator was provided with alternative job like clerical post and as such he cannot claim the continuance of payment of special allowance. Clerks are not eligible for special allowance. The Punching card machine is no longer in existence. Section 9 of the Industrial Disputes Act is not violated by the respondent. The Sl. Nos. 1 to 10 in annexure were appointed as Clerks and some times they were posted as Key Punch Operators. The post of Key Punch Operator came to an end on consequent of the abolition of the data processing section and dismantling of the accounting machine. Sl. No. 11 in the annexure to the Claim Statement was appointed as Relieving Telephone Operator and after the surrendering of the PBX Telephone to the Telecommunication department by the respondent, he ceased to be a telephone operator. He was re-designated as a clerk and as such he is not eligible to claim any special allowance. The data processing section was discontinued when the Administrative Office of the respondent bank was shifted from Madras to Karur. None

of the employees mentioned in the annexure to the claim statement are not performing the function of the Key Punch Operator. So, they are not entitled to claim special allowance.

19. For the foregoing reasons, this Tribunal comes to the conclusion that the Management of Lakshmi Vilas Bank, Karur is justified in withdrawing the Special Allowance from the members of staff whose names are given in the annexure, without notice. The first part of the issue is found in affirmative. The 2nd part of the issue does not arise for consideration.

In the result, an award is passed rejecting the claim of the petitioner-claimant. No costs.

Dated, this the 17th day of November, 1994.

THIRU K. PONNUSAMY, Industrial Tribunal

WITNESSES EXAMINED

For both sides—None.

DOCUMENTS MARKED

For Workmen :

Ex. W-1/10-1-83—Memorandum of Settlement u/s. 18(1) of the I. D. Act entered into between Petitioner Union and the Respondent-Management (Printed book).

For Management :

Ex. M-1/29-3-74—Order of confirmation issued to Thiru C. Rajendra as a clerk (copy).

Ex. M-2/30-9-76—Letter from Personnel Department of Management-Bank to the Manager, Lakshmi Vilas Bank Ltd., G. N. Street Branch regarding selection of Thiru C. Rajendra for the post of Key Punch Operator (copy).

Ex. M-3/3-3-84—Letter from Management-Bank to Thiru C. Rajendra discontinuing payment of Special allowance (copy).

Ex. M-4/26-6-74—Order of confirmation issued to Thiru T. C. Visaga Vijayan as a Clerk (copy).

Ex. M-5/26-9-79—Memorandum issued to Thiru T. C. Visakavijayan, Clerk Data Processing section, Madras-86 posting him as Machine Operator (copy).

Ex. M-6/22-9-79—Memorandum issued to Thiru T. C. Visakavijayan selecting him as Machine Operator (copy).

Ex. M-7/24-9-79—Willingness given by Thiru T. C. Visakavijayan to work as Machine Operator (copy).

Ex. M-8/3-3-84—Letter from Management-Bank to Thiru T. C. Visakavijayan regarding withdrawal of Special allowance to him (copy).

Ex. M-9/30-10-75—Order of confirmation issued to Ms. P. Nirmala as a clerk (copy).

Ex. M-10/9-2-81—Memorandum issued to Ms. P. Nirmala selecting her for the post of Machine Operator (copy).

Ex. M-11/9-2-81—Consent given by Miss. T. Nirmala to work as Machine Operator (copy).

Ex. M-12/11-2-82—Memorandum issued to Miss T. Nirmala posting her as Machine Operator (copy).

Ex. M-13/3-3-84—Letter from Management-Bank to Smt. T. Nirmala regarding withdrawal of Special Allowance (copy).

Ex. M-14/29-12-75—Order of confirmation issued to Thiru R. Gunasekaran as a clerk (copy).

Ex. M-15/15-2-80—Memorandum issued to Thiru R. Gunasekaran selecting him as Key Pnch Operator (copy).

Ex. M-16/18-2-80—Willingness given by Thiru R. Gunasekaran to work as Key Punch Operator (copy).

- Ex. M-17/19-2-80—Memorandum issued to Thiru R. Gunasekaran posting him as Key Punch Operator (copy).
- Ex. M-18/22-11-83—Letter from Management-Bank to Thiru R. Gunasekaran regarding withdrawal of Special Allowance to him (copy).
- Ex. M-19/19-8-76—Order of confirmation issued to Thiru A. Chakravarthy as a Clerk (copy).
- Ex. M-20/23-8-76—Order of confirmation issued to Thiru G. Vijayaraghavan as a Clerk (copy).
- Ex. M-21/22-9-79—Memorandum issued to Thiru G. Vijayaraghavan selecting him as Key Punch Operator (copy).
- Ex. M-22/24-9-79—Consent given by Thiru G. Vijayaraghavan to work as Key Punch Operator (copy).
- Ex. M-23/24-9-79—Memorandum issued to Thiru G. Vijayaraghavan posting him as Key Punch Operator (copy).
- Ex. M-24/22-11-83—Letter from Management-Bank to Thiru G. Vijayaraghavan regarding withdrawal of Special Allowance to him (copy).
- Ex. M-25/9-5-77—Order of confirmation issued to Thiru R. Sundararaman as a Clerk (copy).
- Ex. M-26/3-3-84—Letter from Management-Bank to Thiru R. Sundararaman regarding withdrawal of Special Allowance (copy).
- Ex. M-27/22-9-79—Order of confirmation issued to Ms Radhika T. Krishnan as a Clerk (copy).
- Ex. M-28/22-9-79—Memorandum issued to Ms. Radhika T. Krishnan, selecting him as Machine Operator (copy).
- Ex. M-29/24-9-79—Willingness given by Ms. Radhika T. Krishnan to work as Machine Operator (copy).
- Ex. M-30/26-9-79—Memorandum issued to Ms. Radhika T. Krishnan, posting him as Machine Operator (copy).
- Ex. M-31/3-3-84—Letter from Management-Bank to Smt. Radhika T. Krishnan regarding withdrawal of Special allowance to her (copy).
- Ex. M-32/19-7-79—Order of confirmation issued to Thiru R. Damodharan as a Clerk (copy).
- Ex. M-33/22-9-79—Memorandum issued to Thiru R. Damodharan selecting him as Key Punch Operator (copy).
- Ex. M-34/24-9-79—Consent given by Thiru R. Damodharan to work as Key Punch Operator (copy).
- Ex. M-35/24-9-79—Memorandum issued to Thiru R. Damodharan posting him as Key Punch Operator (copy).
- Ex. M-36/22-11-83—Letter from Management Bank to Thiru R. Damodharan regarding withdrawal of Special Allowance (copy).
- Ex. M-37/12-5-80—Confirmation order issued to Thiru C. Durairaj as a Clerk (copy).
- Ex. M-38/30-6-82—Memorandum issued to Thiru C. Durairaj selecting him as Key Punch Operator (copy).
- Ex. M-39/1-7-82—Willingness given by Thiru C. Durairaj to work as Key Punch Operator (copy).
- Ex. M-40/7-7-82—Memorandum issued to Thiru C. Durairaj posting him as Key Punch Operator (copy).
- Ex. M-41/22-11-83—Letter from Management Bank to Thiru C. Durairaj regarding withdrawal of Special Allowance to him (copy).

- Ex. M-42/17-7-78—Application of Thiru S. Murugavel to the Management-Bank for the post of Sub-Staff (Xerox copy).
- Ex. M-43/16-7-79—Application of Thiru S. Murugavel for the post of Telephone Operator (Xerox copy).
- Ex. M-44/1-9-79—Appointment order issued to Thiru S. Murugavel as Apprentice (clerical) (Xerox copy).
- Ex. M-45/8-12-79—Letter from Thiru S. Murugavel to the Management (Xerox copy).
- Ex. M-46/10-12-79—Appointment order issued to Thiru S. Murugavel as Probationary relieving telephone operator (Xerox copy).
- Ex. M-47/11-12-79—Joining report given by Thiru S. Murugavel (Xerox copy).
- Ex. M-48/19-6-80—Order of confirmation issued to Thiru S. Murugavel as Probationary Telephone Operator (Xerox copy).
- Ex. M-49/6-4-81—Memorandum issued to Thiru S. Murugavel.
- Ex. M-50/14-11-83—Letter from Management-Bank to Thiru S. Murugavel regarding withdrawal of Special allowance (Xerox copy).
- Ex. M-51/25-3-75—Memorandum of Settlement u/s. 18(1) of the I. D. Act, 1947, entered into between Petitioner-Union and the Respondent-Management (Xerox copy).

नई दिल्ली, 29 मार्च, 1995

का.आ. 1127.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसर्ग में, केन्द्रीय सरकार बैंक आफ राजस्थान लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-3-95 को प्राप्त हुआ था।

[सं. एल-12012/7/87-डी-(ए)]  
पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 29th March, 1995

S.O. 1127.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of Rajasthan Ltd. and their workmen, which was received by the Central Government on

[No. L-12012/7/87-D (A)]  
P. J. MICHEL, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण

केस नं. सी. 84/87 ..

रिफरेंस : केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का  
आदेश क्रमांक 12012/7/87 [डी-1 (ए)]  
दिनांक 18-9-87

जमराज पालीवाल मार्फत बैंक आफ राजस्थान  
एम्पलाईज यूनियन, परवाना भवन, जोधपुर।

—प्रार्थी

बनाम

महाप्रबन्धक, बैंक ऑफ राजस्थान लि. मुख्य  
कार्यालय सी-49, भगवानदाम रोड, जयपुर।

—अप्रार्थी

उपस्थित

माननीय न्यायाधीश श्री के.एल. व्यास, आर.एच.जे.एम.

प्रार्थी की ओर से : श्री जे.एल. शाह  
अप्रार्थी की ओर से : श्री केवलराम जी  
अवार्ज दिनांक : 25-10-94

अवार्ज

श्रमिक जसराज पालीवाल, बैंक ऑफ राजस्थान लि. के नियोजन में संबंधित समय था व उसके खिलाफ विभागीय जांच के पश्चात् पांच वार्षिक वेतन वृद्धियां संचयी प्रभाव से रोकने का आदेश नियोजक द्वारा पारित किया गया था। इस दण्डादेश से व्यथित होकर श्रमिक यूनियन द्वारा केन्द्रीय सरकार के समक्ष विवाद उठाया गया व समझौता वार्ता असफल होने के पश्चात् निम्न विवाद इस न्यायाधिकरण में अधिनियम हेतु निर्देशित किया गया :

“क्या बैंक ऑफ राजस्थान लि. के प्रबन्धन की लिपिक श्री जसराज पालीवाल की संचयी प्रभाव से पांच वेतन वृद्धि संचयी प्रभाव से बन्द करने का दण्ड देने की कार्यवाही न्यायोचित व वैध है? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का हकदार है?”

2. श्रमिक की ओर से प्रस्तुत क्लेम में यह बताया गया है कि श्रमिक के खिलाफ जो आरोप पत्र जारी किया गया है उसके अन्तर्गत जांच कार्यवाही सही व निष्पक्ष रूप से नहीं की गई है, उन आरोपों के लिए कोई भी वैधानिक साक्ष्य उपलब्ध नहीं होने से जांच अधिकारी का प्रतिवेदन अनुचित है व इसके अलावा परिस्थितियों को देखते हुए जो दण्डादेश पारित किया गया है वह अत्याधिक है।

3. नियोजक की ओर से प्रस्तुत जवाब में विभागीय जांच कार्यवाही की औचित्यता को समर्थन करते हुए यह बताया गया है कि जांच अधिकारी ने उचित साक्ष्य के आधार पर अपना विनिश्चय दिया है व जिस प्रकृति का आरोप श्रमिक के खिलाफ सिद्ध माना गया है देखते हुए जो दण्ड श्रमिक को दिया गया है वह किसी भी प्रकार अधिक या कटोर नहीं है। नियोजक द्वारा घरेलू जांच में संबंधित समस्त अभिलेख की फोटो प्रति प्रस्तुत की गई है। वहम दोनों पक्षों की सुनी गई।

4. प्रारंभ में घरेलू जांच की औचित्यता व निष्पक्षता के लिए दोनों पक्षों की वहम सुनी गई थी। उस वहम के परिणामस्वरूप दिनांक 17-5-94 को अलग से लिखित

आदेश पारित किया जाकर यह निर्णित किया गया कि श्रमिक के खिलाफ की गई विभागीय जांच उचित व सही है। इस आदेश को किसी भी प्रकार श्रमिक की ओर से चुनौती नहीं दी गई है।

5. विभागीय जांच को उचित मानने के बाद दोनों पक्षों की वहम जांच अधिकारी के विनिश्चय व दण्डादेश की औचित्यता के वाहन सुनी गई। श्रमिक के विद्वान प्रतिनिधि ने वहम में ऐसा कोई तर्क प्रस्तुत नहीं किया गया जिससे यह माना जाये कि जांच अधिकारी द्वारा आरोप साबित मानने के संबंध में किया गया विनिश्चय वैधानिक साक्ष्य पर आधारित नहीं है या अन्य किसी प्रकार उगे अनुचित व अर्बध माना जा सके। जांच अधिकारी के प्रतिवेदन के पठन में भी प्रथम दृष्टया यह स्पष्ट होता है कि उन्होंने साक्ष्य के विवेचन के आधार पर आरोपों को जिस प्रकार प्रमाणित माना है वह स्थिति पूर्ण रूप से सही है। चूंकि श्रमिक के विद्वान प्रतिनिधि ने इस संबंध में किसी भी विशिष्ट तथ्य के बल पर कोई तर्क प्रस्तुत नहीं किया है इसलिए उक्त साक्ष्य व जांच अधिकारी के विनिश्चय को देखते हुए यह माना जाता है कि विभागीय जांच में श्रमिक के खिलाफ लगाये गये आरोप साबित होते हैं।

6. श्रमिक के विरुद्ध जो आरोप नियोजक द्वारा घरेलू जांच में लगाये गये थे वे क्रमशः, 500 रुपये व 3,000 रुपये के गवन से संबंधित हैं। माननीय राजस्थान उच्च न्यायालय के जी.बी. मिश्र अपील नं. 197/93 से 205/93 निर्णय दिनांक 6-4-94 में संबंधित खण्ड पीठ द्वारा सेवा भुक्ति के मामले के अलावा धारा 11-ए औद्योगिक विवाद अधिनियम के तहत दण्डादेश में न्यायाधिकरण द्वारा हस्तक्षेप करने के मामले में जो सिद्धान्त प्रतिपादित किये गये हैं वे निम्न प्रकार हैं :

“It is clear from the above quoted observations of the Hon'ble Supreme Court that a Labour Court cannot act as a court of appeal to substitute its own judgement and the area of interference is limited to the cases of want of good faith victimisation, unfair labour practice, violation of principles of natural justice and perversity of the finding of guilt. Punishment awarded by an employer can be interfered by a Labour Court on one of the aforesaid grounds and it is required to record cogent reasons justifying interference.”

7. उक्त विधि दृष्टान्त के विपरीत कोई भी निर्णय श्रमिक यूनियन की ओर से प्रस्तुत नहीं किया गया है। श्रमिक के विद्वान प्रतिनिधि का कथन है कि खण्ड पीठ का पूर्व संदर्भित निर्णय अपील अधीन है इसलिए उसमें प्रतिपादित सिद्धान्त इस प्रकरण में लागू नहीं होते। खण्ड पीठ के उक्त निर्णय के खिलाफ अपील प्रस्तुत होने के कोई भी प्रालेखीय प्रमाण श्रमिक की ओर से प्रस्तुत नहीं किये गये हैं व इसके अलावा मात्र अपील प्रस्तुत होने की स्थिति में उक्त प्रतिपादित सिद्धान्तों को बाध्य नहीं मानने की स्थिति नहीं बनती। जो सिद्धान्त उक्त संदर्भित निर्णय में प्रतिपादित किये गये हैं

उनमें से किसी भी सिद्धान्त के अधीन श्रमिक का मामला आच्छादित होता हो इस प्रकार की बहुम श्रमिक की ओर से नहीं की गई है। इसके अलावा श्रमिक के खिलाफ जो आरोप लगाये गये हैं उनकी गंभीरता को देखते हुए भी सामान्यतः यह विनिश्चय किया जाना न्यायोचित नहीं है कि श्रमिक के खिलाफ पारित दण्डादेश आरोप की तुलना में अधिक ब कठोर है। इसके अतिरिक्त दण्डादेश के संबंध में कोई भी बहुम श्रमिक की ओर से नहीं की गई है।

8. निर्दिष्ट विवाद में अधिनिर्णय इस प्रकार पारित किया जाता है कि श्रमिक जमराज पालीवाल के खिलाफ नियोजक बैंक ऑफ राजस्थान लि. द्वारा पारित पांच बेतन वृद्धियां संचयी प्रभाव से रोकने का दण्डादेश उचित व वैध है व श्रमिक कोई भी अनुतोष प्राप्त करने का अधिकारी नहीं है। अर्थात् आज दिनांक 25-10-94 को लिखाया जाकर सुनाया गया जो केन्द्र सरकार को प्रकाशनाथ नियमानुसार भेजा जावे।

के.एल. व्यास, पीठासीन अधिकारी

नई दिल्ली, 29 मार्च, 1995

का.आ. 1128 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे इलाहाबाद के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपड को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-3-95 को प्राप्त हुआ था।

[सं. एल-41012/14/89-डी-2 (बी)]  
पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 29th March, 1995

SO. 1128.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Allahabad and their workmen, which was received by the Central Government on 28-3-95.

[No. L-41012/14/89-D-2(B)]  
P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, DEOKI PALACE ROAD, KANPUR

Industrial Dispute No. 190 of 1989

In the matter of dispute between :  
Mandal Adhyaksh,  
Uttar Railway Karamchhari Union,  
2, Naveen Market Parede,  
Kanpur.

#### AND

Senior Divisional Engineer,  
Northern Railway,  
Allahabad Division,  
Allahabad.

#### AWARD

1. Central Government Ministry of Labour, New Delhi vide its Notification No. L-41012/14/89-D-2(B) dt. 12th August, 1989, has referred the following dispute for adjudication to this Tribunal :—

“Whether the action of Sr. Divisional Engineer, Northern Railway, Allahabad - Division, Allahabad in not promoting Shri Krishna Swaroop to the post Fitter is justified ? If not, to what relief the workman concerned is entitled to ?

2. In his written statement this concerned workman Krishna Swaroop has alleged that he is working as Senior Artisan Khalasi, with I.O.W. Special I since a long time. Since 1980 in the absence of Fitter he has regularly been assigned the work of fitter but no wages were part for the same. According to Railway Rules Senior Artisan Khalasi is to be promoted if a vacancy takes place. In November 1989 Vishram Singh and in Jan. 88 one Dharam Singh, the two fitters retired. A trade test was held in which he was given a job which did not pertain to a fitter, in this way his test was not properly taken. In any case in that test the concerned workman could not get through whereas other juniors to him were promoted. He has claimed promotion on the post of fitter since 1-12-87. He has further made a request that Khalasis junior to him who have been promoted to the post of fitter may be reverted.

3. The employer in their written statement have alleged that Khalasis are not promoted to the post of fitter on the basis of seniority alone instead according to rules first a trade test is taken if such khalasi get through such test and in found suitable promotion is given to him.

4. The workman in such trade test had failed as such he was not promoted. It has been denied that he has ever been assigned the job of fitter.

5. The workman has filed rejoinder in which nothing new has been added.

6. The first point to be considered is as to whether any promotion from the post of Khalasi to the post of fitter holding of trade test is obligatory or not.

7. The employer side has filed copy of letter No. E(P&S)1-82/JC/1 dt. 13-11-81. The above letter specifically lays down that for promotion trade test is necessary. The workmen side has controverted this contention by inviting my attention to RBE No. 136 of 1986 which is to be found in Ministry of Railways Railway Board's Orders on Establishment by Bahri Brothers and has submitted that holding of trade test is not necessary. In my opinion, the contention of representative for the workman in this regard is misplaced. I have gone through this RBE No. 136/86 carefully. It appears that the employer had undertaken an exercise for categorisation of

Semiskilled employees. In that case about 17 categories were left out. By this letter 8 of those

17. workers were reclassified and method of their fixation of pay was enumerated. In this regard para 2(ii) may be reproduced as under—

The initial allotment of skilled grade to semi-skilled staff now reclassified will be on the basis of seniority cum suitability without the eligible staff being subjected to do any further trade test as on one time exception.

8. It will be obvious from the perusal of above recital that holding of trade test was dispensed with in a case of allotment of semiskilled staff to skilled grade. It did not deal with promotion at all. As such as said earlier this provision will have no application in the present case of promotion. Similar is the fate of para 7 of this letter, reference to which has been made by the representative of the workman. In this way it will be seen that these provisions in no way advance the contention of workman. On the contrary the letter referred to by employer, the reference of which had been made earlier clearly applied to the present case which inter alia lays down that holding of trade test is must in such cases.

8. In view of above discussions it is held that the promotion from Khalasi to Fitter holding of trade test is necessary.

9. It is the own case of workman Krishna Swaroop in his written statement as well as in his evidence that his trade test was taken in which he had failed. This fact has also been stated by the witness of the employer. In this way as it is fully born out from the record that the concerned workman has failed in trade test he was not entitled for promotion. Still the representative for the workman has maintained that these trade tests are to be taken after every six month. Since it was not done, the workman is entitled for promotion. It was also submitted by him that the result of trade test was not communicated to the workman, this also renders the act of employer bad in law. In my opinion, even if it so it will not render the act of the employer bad in law. At the most it is an irregularity, which would not prove fatal. Further once the vacancy is filled up the question of holding trade test again and again does not arise. Of course it will be open to employer to call him for trade test again as and when vacancy of fitter falls vacant in future.

10. The representative of workman has also sought promotion to the post of fitter as work of fitter is alleged to have been taken from him. In support of this contention the extracts of diaries have been filed. Further the workman has filed his affidavit. In my opinion, even if it is true on this basis promotion cannot be granted. At the he could have claimed pay on the basis of nature of work performed by him. But this matter has not been referred, this tribunal cannot be look into it because of bar u/s 10 of the I.D. Act. This tribunal is not supposed to travel beyond the reference.

11. In the end it is held that any act of the employer under the circumstances in which they did not promote the concerned workman to the post of

fitter was justified and as such the workman is entitled to no relief.

12. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 मार्च, 1995

का.आ. 1129 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वये में, केन्द्रीय सरकार कालेज आफ एग्रीकल्चर (आर.बी.आई.) के प्रबन्धतंत्र के सबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-3-95 को प्राप्त हुआ था।

[संख्या एन-12012/99/90-आईआरबी-III]  
पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 29th March, 1995

S.O. 1129.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bombay, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of College of Agricultural Banking RBI and their workmen, which was received by the Central Government on the 27-3-1995.

[No. L-12012/99/90-IR.B.III]  
P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1, BOMBAY

PRESENT :

Shri Justice R. G. Sindhakar, Presiding Officer.

REFERENCE NO. CGIT-59 OF 1990

PARTIES :

Employers in relation to the management of  
College of Agricultural Banking, RBI.

AND

Their Workmen.

APPEARANCES :

For the Management : Shri G. S. Hegde, Legal Adviser.

For the Workman : Shri Pachpan Singh.

INDUSTRY : Banking. STATE : Maharashtra.

Bombay. dt. 7th day of March, 1995

#### AWARD

Government of India Ministry of Labour has by letter dt. 28th of August, 1990 referred dispute mentioned in the schedule below for adjudication under

section 10(1)(d) read with 2A of the Industrial Disputes Act, 1947.

### SCHEDULE

"Whether the action of the management of College of Agricultural Banking, RBI, Pune, in dismissing Shri S. R. Chavan, Sweeper, from service w.e.f. 31-12-1987 is justified, If not, to what relief the workman is entitled to?"

2. Statement of claim has been filed by the Workman. According to him he was absent from duties are but that was because of his inability to attend which was because of his illness. He has challenged the order of termination of his services and prayed for reinstatement and continuation in service, bonus etc. He has pleaded that he had not committed any misconduct in the past.

3. Management has filed written statement. It is stated therein that the delinquent employee was working as a sweeper on temporary basis and subject to the various terms and conditions as stipulated in the letter of offer. He was medically examined by the Banks Medical Officer on 14th of March, 1980 and the Medical Officer gave his report on 15th of March 1980. He was appointed w.e.f. 1st of April 1980. He was kept on medical probation because there was no serious ailment and that period of medical probation was for six months. Thereafter he was referred to the Sassoon General Hospital for examination after the expiry of this medical probation and was examined on 7-10-80 by the orthopedic surgeon at the Hospital and he certified that the delinquent was fit for duty of a sweeper. Thereafter he was appointed as a general candidate and not a handicapped candidate. It is stated that he used to remain frequently absent from duty without obtaining prior permission or even without informing the Bank from the very beginning of his service and used to give one or other pretext for absence. He was advised to be regular on duty and improve his leave record but he did not pay any attention to this and continued to be irregular resulting in deferring his confirmation. The duty was at the training institute which brought trainee's to the campus and that campus was required to be maintained properly and because of the absence of delinquent employee it could not be done.

4. On recommendation from Doctor attached to KEM hospital he was given duties w.e.f. 1-1-1986 in dry areas for a period of about six months. Even then his record did not improve. He remained absent for as long as 89 days subsequent to his assignment to dry areas. Once again he was advised to improve his leave record without any effect. Under the circumstances he committed misconduct under regulations 39(1) and 39(2) of the RBI (staff) regulations 1948. Inquiry was therefore conducted and he was found guilty in that inquiry and the report of the inquiry Officer was accepted which was based on amongst others admissions of the delinquent employee. Later the Competent Authority imposed the penalty after giving him a show cause notice and the Competent Authority's decision was challenged by a representation to the Appellate authority and the Appellate Authority concurred with the findings of the

Competent Authority and maintained penalty imposed.

5. It is denied that he had a genuine cause for his absence.

6. So far as the charge of discrimination on the ground that others similarly situated were dealt with leniently the management denied the same stating that had no relevance. They have been imposed penalties subsequent to the order of penalty imposed upon the delinquent employee.

7. The legal adviser for the Bank Mr. Hegde made his submissions and the workmen filed written submissions.

8. On behalf of the management it has been submitted that the delinquent employee was chargesheeted and in the domestic inquiry held against him he admitted all the charges and the management adduced material in support and the delinquent employee was also examined on the material and the inquiry officer held him guilty. The Competent authority gave him notice to show cause why the proposed penalty be not inflicted and after considering his reply in which he also he did not dispute the allegations punishment was given to him and which was also upheld by the Appellate authority. It is the submission of the management that this Tribunal should not interfere with the order passed which is thoroughly justified. Even on the point of punishment in view of the observations made by the Competent Authority no interference is called for.

9. As against this in the written submission the delinquent workmen has raised several points. I will deal with them.

10. He has come out with a case that he had an injury on the foot and was put on medical probation after examination and inspite of the fact that he was cleared he was given to understand orally that his appointment was being treated as that of a handicapped person. In this connection I must mention that there is no evidence or material adduced by the workman. He then contended that he was recommended dry work and was given for sometime dry work and he had no problem and even went to Calcutta to participate in the inter office sport meeting in December 1983. However his case is that because of some resentment by non scheduled caste (non sweeper community) employees on the ground they being given wet duties and he being given dry duties the management altered his duties and again gave him wet duties which aggravated the injury and that was compounded by the fact that he was not given accommodation in the Banks quarters which were near the place of work and had to travel long distance of over 7 kilometers. According to him that was the cause of his frequent absence and on occasions he had to be removed from the place of work for treatment. He describes in details the sufferings and comes out with a case that the management threatened that action to terminate his services on ground of permanent incapacity would be taken if he was unable to carry on the work of sweeper. It is because of this cruel treatment that the workmen continued to work inspite of the serious injury and was also hospitalised on 1-11-1985. He states that this had no effect on the

management and he came to be chargesheeted. He has tried to explain how he had leave to his credit and which was granted though as extraordinary leave and because of the grant of leave he could not have been charged with misconduct. The difficulty in appreciating this is that in the domestic inquiry he did not bring out any such material and did not take up this line of defence. He pleaded guilty and admitted the allegations. The management adduced necessary material. It appears, therefore, that it is rather difficult to consider this aspect of his defence in this proceeding.

11. He has however contended that the admission before the inquiry officer was because of the fraud practised by the management and the Union and inducement offered and that was not a case of voluntary admission. He states that the superiors when consulted told him that he should admit the charges and plead for mercy on the ground of his health and if he did that nothing would happen to him. He also consulted Union which gave the same advice. In the first instance apart from the fact that this sounds improbable there is no material in support of this version except his submissions. He says that contrary to this assurance the management went ahead with the inquiry and he was directed to appear before the inquiry officer. The union also assured that nothing was going to happen and so did the management. Now if after the service of the chargesheet he was assured that if he admitted no steps will be taken and yet steps were taken it is difficult to see how this workmen would be still prepared to accept the word of the management and/or the Union's representatives. At least after the inquiry commenced he should have been convinced that the assurances were not genuine and put him on his guard. It appears that he was represented by a defence counsel yet he admitted the charges and did not try to defend himself.

12. It appears that after the report of the inquiry Officer was submitted the Competent Authority gave him a show cause notice why punishment be not imposed upon him. At least at that stage he should have been satisfied that he was being taken for a ride and given false assurances yet it is seen that the Competent Authority received a representation in writing in which he once again accepted the charges framed against him and assured that he will not repeat the mistake in future. He pleaded for one more opportunity on the ground that he was a handicapped youth and leave was on account of his own sickness and sickness of his family members. Now this becomes rather difficult to accept. If in spite of adverse findings recorded by the inquiry officer and the competent authority giving him a notice to show cause why dismissal from service be not ordered he should have come out and he did not with a case that he was induced and defrauded into making an admission by the management and the Union leaders. Failure to do that makes it difficult to accept his contention that the plea was not voluntary. With this material it is found that the action of the management is preceded by a domestic inquiry which appears to be fair and just and after giving him an opportunity to defend himself. If that be the position then in that case it is not possible for this Tribunal to consider the material that he is now placing to show how he had not

committed misconduct and that in view of the grant of leave he could not have been charged with misconduct and held guilty.

13. The delinquent workman has contended that since his leave was regularised by granting leave extraordinary he could not have been dealt with departmentally. I am unable to see merit in this contention. It is worth nothing that the management is still at liberty to take disciplinary proceedings. Regulation 39(2) provides that an employee who absents himself from duty without leave or overstays leave except under circumstances beyond his control for which he must tender a satisfactory explanation shall not be entitled to any pay and allowances during his absence or overstay and shall further be liable to such disciplinary measure as the Competent Authority may impose.

14. It is submitted that the period has been treated as extraordinary leave and therefore he could not have been dealt with under regulation 47. Reference is made to Regulation 39(2). It reads thus :

"An employee who absents himself from duty without leave or overstays his leave, except under circumstances beyond his control for which he must tender a satisfactory explanation, shall not be entitled to draw any pay and allowances during such absence or overstay, and shall further be liable to such disciplinary measures as the Competent Authority may impose. The period of such absence or overstay may, if not followed by discharge under Regulation 22 or termination of services under Regulation 47, be treated as period spent on extra-ordinary leave."

15. Because it states that the period of such absence or overstay may if not followed by discharge under Regulation 22 or termination of services under Regulation 25 or dismissal under regulation 47 be treated as period spent on extraordinary leave. That does not however mean that the converse is true and if the period is treated as extraordinary leave he cannot be dealt with under Regulation 22, 25 and 47.

16. It is then the question of justification of the penalty imposed. I have gone through the order of the Competent Authority Ex. 'M-13' I find that the Competent Authority has considered the aspect as to whether he deserved any leniency on the basis of his past record and whether he should be given one more chance as sought. After carefully considering the entire record the Competent Authority came to the conclusion that he deserved the penalty of dismissal from service and imposed the same on him. The Competent Authority found no extenuating circumstance for showing leniency and I also do not see any.

17. I find that the action of the management is justified and award accordingly.

R. G. SINDHAKAR, Presiding Officer



नई दिल्ली, 29 मार्च, 1995

का.आ. 1130.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ हैदराबाद के प्रबन्धन में संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध से निरदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई-1 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-95 को प्राप्त हुआ था।

[सं. पल-12012/176/90-आदेशावली III]  
पी.के. माईकल, डेस्क अधिकारी

New Delhi, the 29th March, 1995

S.O. 1130.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bombay-I, as shown in the Annexure, in the industrial dispute between the employees in relation to the management of State Bank of Hyderabad and their workmen, which was received by the Central Government on the 22-3-95.

[No. L-12012/176/90-IRB-III]  
P. K. MICHAEL, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1, BOMBAY  
PRESENT :

Shri Justice R. G. Sindhakar.—Presiding Officer.

REFERENCE NO. CGIT-97 OF 1990

## PARTIES :

Employers in relation to the management of State  
Bank of Hyderabad.

AND

Their Workman.

## APPEARANCES :

For the Management.—Shri Ramrakhaini

For the Workman.—Shri Anchan, Advocate

INDUSTRY : Telecommunication STATE : Maha-  
rashtra

Bombay, dt. 21st February, 1995

## AWARD

Government of India Ministry of Labour New Delhi has by letter dt. 4th of December, 1990 referred dispute mentioned in the schedule below for adjudication under section 10(1)(d) read with 2A of the Industrial Disputes Act, 1947.

## SCHEDULE

"Whether the action of the management of State Bank of Hyderabad in relation to its Raja Peth Branch, Amaravati in terminating the services of Shri Vijay J. Gajbe, a sub-staff

w.o.f. 2-12-1986 is justified? If not, to what relief the workman is entitled to?"

2. Statement of claim has been filed by the workman. He has stated that there were some vacancies for the post of sub-staff in the Branch of the Bank of Hyderabad in the year 1986. They were to be filled through local employment exchange. Eligible candidates' list was sent on 27-4-1986. Shri Gajabe was one of the candidates sponsored. He was called for interview by the Branch Manager on 26-6-1986, selected and appointed as a peon against the permanent vacancy with effect from 1-7-1986. He was since then continuously working without a break until his services were terminated with effect from 2-12-1986 without any notice and without assigning reasons. This termination was illegal and therefore he took up the matter with the Bank and failing response approached Assistant Labour Commissioner (C) Pune for intervention. After conciliation failed report was made to the Government and that has led to the present reference.

3. According to him his appointment was made after following the procedure laid down for appointment of a regular peon. He had fulfilled all the conditions laid down in the recruitment rules namely he has studied upto S.S.C., his date of birth was 28-9-1960 and therefore within age on the date of appointment, that he belonged to Mahar (scheduled caste) community. He was eligible for appointment as a sub-staff and therefore appointed. According to him he worked for about more than 154 days and yet not paid wages for 19 days inspite of representations.

4. Since he had worked for more than 90 days. He was a workman and a temporary employee under the provisions of the Bipartite Settlement governing service conditions of the employees in Banking industry in terms of clause 20.8 of the Bipartite Settlement dt. 19-10-1966 and therefore entitled to be appointed against a permanent vacancy provided such temporary appointment shall not exceed a period of 3 months. According to him no action was taken for filling the vacancy during the period of 3 months beyond which he continued to work.

5. He alleges malafide intention behind the order of termination and also contends that it is in breach of provisions of the Bipartite Settlement and Shastri Award. He was not paid any retrenchment compensation also. He has, therefore, prayed for setting aside the order of termination reinstatement and back wages.

6. The Regional Manager of the Bank has filed written statement opposing the prayers made by Shri Gajabe. He has challenged the jurisdiction of this Tribunal to entertain the present reference. He had admitted that he was one of the candidates sponsored by the Employment Exchange, that he was interviewed on 27th June 1986 and also came to be appointed w.o.f. 1st of July 1986. However, he contends that he was not within age for appointment in the said post and was appointed on casual basis on erroneous interpretation of the instructions issued by the head

Office of the Bank and without issuing any written appointment order. He worked for in all 113 days intermittently in his capacity as a casual workman. It is further stated that since he was over age to overcome this difficulty he misrepresented that he belonged to scheduled caste and submitted certain documents perporting to be certified procured by him. They were not consistant with each other when scrutiny was made and further inquiry revealed that he belonged to Buddhist faith and therefore not entitled to age relaxation concession allowed to schedule caste candidates recruited in Bank. Under these circumstances his services came to an end by non renewal of his appointment on casual basis. This action is bonafide, legal and proper as well as just and there was no irregularity committed. There is an emphatic denial on the point that he was appointed against a permanent post of a peon and equally emphatic assertion that he was appointed on the casual basis and that too on the an erroneous interpretation of the instructions issued by the head office of the Bank. He was not, therefore, a temporary employee under Bipartite Settlement. It is further stated that having converted himself to Buddhism he was not entitled to age relaxation and having been appointed though over aged he worked only for 113 days intermittently. The contention is that his claim for reinstatement and backwages is liable to be dismissed in limine. It is contended that he is not entitled to any relief.

7. Issued have been framed and they are set out below together with my findings.

ISSUES	FINDINGS
1. Whether the present reference is competent ?	Yes
2. Whether it is proved that the Second Party was eligible for appointment as a sub-staff/peon with effect from 1-7-1986 ?	Yes
3. Whether the termination of services of the Second Party as a result of non-renewal of his contract of employment justified ?	No
4. Whether the Second Party is entitled to be appointed as a peon against the permanent post ?	As & when his turn comes.
5. What relief ?	As per award

8. Before proceeding to deal with the main dispute referred for adjudication I may state that during the pendency of the reference the workman Shri Gajabe has been appointed by the Bank on compassionate grounds. That was done because suggestion was made to see if the matter could be settled. I thought that the workman would not press for adjudication in view of this development. However Mr. Anchan on receiving instructions from his client Shri Gajabe informs that the dispute referred be adjudicated inspite of the fact that he has been given some relief on compassionate grounds. Mr. Ram Lakhan

appearing on behalf of the Bank also felt that there would be no need for further adjudication because of the act of the management is providing him that employment on compassionate grounds but since the workman wanted adjudication he proceeded to make submissions. During the course of submission he also argued that as and when Shri Gajabe's turn will come for absorption he will be absorbed.

9. The management having not disputed the appointment of Shri Gajabe and the fact that his services came to an end on 2nd of December 1986, the only point that would survive for consideration is whether it is justified. The management justified the same on the ground that at the time of his appointment he was not within age and he represented that he belonged to Mahar Community, a scheduled caste. On the basis of that he was given an appointment on casual basis and when it was discovered that he had embraced Buddhism and therefore not entitled to age relaxation non the basis of his caste he could not be continued. On this point workman has contended he was within age because he belonged to Mahar community and his appointment was regular. There is no oral evidence adduced on either side before me.

10. The Learned Counsel for the workman submitted in view of the admitted position that he was appointed and worked as a peon and that his services came to be terminated the point is whether that termination is justified. He relied upon the provisions of clause 522 of Shastri Award which deals with the procedure for termination of employment. Leaving aside for the time being the controversy as to whether he was a temporary employee against a permanent vacancy provisions of sub para 5 of para 522 clearly say that an order relating to discharge or termination of service shall be in writing and shall be signed by the Manager and a copy of such order shall be supplied to the employee concerned. This has not been admittedly done and accordingly this is in violation of the provisions of Shastri Award para 522(5).

11. According to him he was appointed as a temporary peon against a permanent vacancy. So far as that aspect is concerned reference has been made to the two letters that were addressed to him by the Bank the first one is dt. 17th of June 1986 (Ex. 'W-1') which states that he was informed to call on the Branch Manager on 26-6-1981 at 10 am for personal interview alongwith original certificates and subject mentioned above is "Re. interview peon post". The other letter Ex. 'W-2' is again addressed to him which requests him to call on the Branch Manager personally alongwith original certificates and two references from respectable persons on 10-7-1986 and the letter is dt. 4th of July 1986. Here again the subject is "REX TEM. APPOINTMENT OF PEON" referring to this he says that pursuant to the interview held he came to be appointed and he produced certificates in support of age and caste. In the circumstances his submission is that he was appointed at least in a temporary post if not against a permanent vacancy. He then referred to the provisions of Bipartite Settlement clause 20. According to him temporary employee will mean a workman who has been appointed for a limited period for work which is essentially of temporary nature or who is employed

temporarily as an additional workman in connection with a temporary increase in work of a permanent nature and included a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of particular permanent workman. Clause 20.8 of the same Bipartite Settlement states that the temporary workman may also be appointed to fill a permanent vacancy provided such temporary appointment shall not exceed a period of 3 months during which the Bank shall make arrangement for filling up the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as part of the probationary period. It is further submitted that admittedly he worked till 2-12-1986 w.e.f. July 1986 which is a period in excess of 3 months and during which period the Bank did not make any arrangement for filling up the vacancy permanently. He should have been therefore considered for selection for filling up that vacancy and this period of temporary employment should have been taken into account as part of his probationary period. It is not necessary to go into this controversial aspect of the matter as to whether he should have been selected for filling up the permanent vacancy and whether that period should count or not for probation. Fact remains that the termination is not pursuant to an order in writing signed by a manager nor is a copy of such an order supplied to the employee concerned.

12. The Learned Counsel appearing on behalf of the Bank submitted that he was not eligible for recruitment on the ground that he was not within age. By virtue of the fact that he belonged to a schedule caste he would have been eligible but if he had converted himself to Buddhism as is the case here he would again be ineligible for concession the schedule caste candidates are entitled to. He submits that the certificates showed that he was a Buddha though he originally belonged to Mahar community before conversion to Buddhism. His submission was that under brochure issued by the Indian Banks Association on reservation for schedule castes and schedule tribes para 9.7 laid down that a person belonging to schedule caste ceased to be so if he adopted Buddhism or any other religion and such person will not be entitled to reserve vacancy or to other facilities provided for the members of the Scheduled Castes. The workman maintains that he belongs to Mahar community therefore belonged to Schedule Caste and therefore entitled to the concession of relaxation of age and because it was so he came to be appointed. At any rate if there was any difficulty in the way of the management it should have verified that position and thereafter passed an order in writing under the signature of the Manager and communicated it to him. That has not been done. There has been appointment in relaxation of his age on the ground of his community and subsequent termination of his services is without verification, without coming to a conclusion that he is not entitled to the benefit and without passing an order of termination much less without giving him opportunity to explain the position. In the circumstances it will be rather difficult to uphold the order of termination on the ground that it is justified.

13. Here again he was a candidate sponsored by the Employment Exchange and as against his name

a remark has been made in the relevant column that he belonged to Scheduled Caste.

14. The Management has come out with a case that he was appointed as a casual employee. But in support of that there is no order in writing. The number of days he has put in, though dispute, Bank has admitted that he worked for 113 days though not 154 days as alleged by him. During this spell it does not appear that any attempts were to make to fill up the permanent vacancy. And on this account Mr. Anchan for the Union submitted that he should have been absorbed in a permanent vacancy. At any rate he was eligible for absorption as against a permanent vacancy in course of time. However justification for terminating his services is difficult to have. A contention is that he made misrepresentation about his caste. If that be so then it is a case of misconduct and should have been dealt with accordingly. On a subsequent verification if it was found that he did not belong to Schedule Caste as represented by him then it was a different matter. But to terminate the services in the manner it has been done is difficult to understand much less appreciate.

15. Learned Counsel for the management submitted that it is not a case of termination but a case of non renewal of contract of a casual employee. The stage of recruitment was over. There is no evidence to show that he was appointed as a casual employee on the contrary there is material to show that he was called for interview for a temporary post of a peon and in the circumstances it would be reasonable to infer that when he was appointed he was appointed to the post of a temporary peon. I therefore do not find force in the submission made on behalf of the Management.

16. Now about relief. As stated at the outset the management has given him appointment with effect from June 1994 on 1/3 wages. He is not satisfied with that in spite of assurance by the counsel for the management that in the due course he will be considered for regular appointment as and when his turn comes. He wants an adjudication of the dispute that has been referred to me and in view of that I have examined the contentions raised on neither side and I find that present workman Shri Gajabe was sponsored by the Employment Exchange and as against his name it was mentioned in the relevant column that he belonged to Scheduled Caste. That he was called for the interview for the appointment of peon to a temporary post and has come to be appointment. In the absence of a written order in view of the circumstances it will have to be inferred that when he came to be appointed he was appointed to the temporary post of a peon and he had produced certificates as called for by the Bank by its letters Ex. 'W-1' & 'W-2'. He continued to work as such when all of a sudden on 2nd of December 1986 he was abruptly asked to go away without giving him a written order. He had no Banks admission worked for 113 days. This action is in contravention of the provisions of Shastri Award para 522. Even sub para 4 of para 522 of Shastri Award contemplates a notice of 14 days in case of termination of services of an employee other than permanent employee or probationary which is not given. This action is unjustified and accordingly

award will have to be passed. Termination set aside & reinstated. He will be obviously entitled to back-wages w.e.f. that date of termination namely 2-12-1986 till reinstatement. Since he has been re-appointed in June 1994. Difference in wages which he would have been paid had he continued in service and the emoluments paid with effect from June 1994 be also paid to him.

Award accordingly.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 29 मार्च, 1995

का.आ. 1131:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कारपोरेशन लिमिटेड के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, बम्बई, के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-3-95 को प्राप्त हुआ था।

[संख्या एल-30011/31/91-आई आर (विनिर्दिष्ट)  
बी.एम. डेविड, डेस्क अधिकारी]

New Delhi, the 29th March, 1995

S.O. 1131.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, No. 2, Bombay. As shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Petroleum Corporation Ltd. and their workmen, which was received by the Central Government on 28-03-1995.

[No. L-30011/31/91-IR (Misc.)]  
B. M. DAVID, Desk Officer.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri S. B. Panse, Presiding Officer.  
Reference No. CGIT-2/51 of 1992

Employers in relation to the management of  
Bharat Petroleum Corporation Ltd.

AND

Their Workmen.

APPEARANCES :

For the Employers.—1. Shri P. K. Rele  
2. Shri R. N. Shah.  
3. Shri A. M. Pota, Advocate.

For the Workmen.—Shri N. S. Paranjpe, Advocate.

Bombay, dated the 9th March, 1995

#### AWARD

The Bharat Petroleum Karamachari Union who is one of the unions in M/s. Bharat Petroleum Corporation Limited hereinafter called as a Company is engaged in the manufacturing and distribution of Petroleum products and having its office situated at Bombay. The Company is having several branches all over India.

2. The Company has been giving housing loans to its employees without any collateral security such as Insurance Policy. The loan amount was deducted from the loanees' salaries in 300 easy instalments with the interest at the rate of 5.5 per cent p.a. This practice was prevailing in the Company for years together and as per the said practice the several employees have taken the loans under the Housing Scheme.

3. The union states that arbitrary the Company issued a circular dated 13-2-1990. It contended that the existing loans and the pre-dential loans required to pay w.e.f. 1-1-1990 a charge of 5 per cent p.a. was levelled on outstanding loan as well as on interest amount and the said increase amount was deducted from the wages of the concerned workmen with immediate effect and without any settlement or without giving any notice of change.

4. The union pleaded that as per the said circular the Company started deducting the amounts from the wages of the concerned employees. It is absolutely illegal. The union approached the management with a view to reconsider their decision but it was of no effect. They approached that Labour Commissioner for the Settlement but the approach of the Company was of a negative nature and in the result the Conciliation Officer sent a negative report to the Government. It is alleged by the union that the Company unilaterally introduced the change in service conditions of the workman which is prohibited.

5. The Government of India, Ministry of Labour, New Delhi after the receipt of the negative report from the Conciliation Officer sent the said dispute for adjudication to this Tribunal through its letter No. L-30011/31/91-IR (Misc.) dated 5-8-1992 in the following terms :

#### THE SCHEDULE

"Whether the action of the management of Bharat Petroleum Corporation Limited, Bombay in introducing 0.5 per cent deduction from the wages of the workmen towards redemption of house building loan w.e.f. 1-1-1990 unilaterally without giving any notice is legal and justified? If not, to what relief are the workmen entitled?

6. The Union prayed that it may be declared that the circular dated 13-2-1990 is illegal and the Company be directed to refund the amount deducted from the wages of the workmen. It also prayed for other consequential reliefs.

7. The management by its written statement (Exh. 5) resisted the claim. It is averred that the

housing loan scheme of the Corporation and the provisions thereunder including the redemption scheme are the measures introduced purely as welfare measures and by no stretch of imagination can the same be treated as condition of service and hence no notice of change under any stretch is warranted. It is averred that the scheme does not cover by any Settlement or award relating to the conditions of the employment and hence no judicial intervention is called for. It is pleaded that there is no statutory notification nor any liability on the corporation but to continue with the scheme which can be withdrawn or abruptly by the corporation at any time. It is averred that the redemption scheme is primarily to ameliorate the hardships caused to the loanees and the families of the deceased. It is submitted that by the said scheme the Corporation is not at all doing any benefits and as such the legal intervention is not warranted.

8. The management contended that the HLS is not a part of the conditions of the service and as such introduced the scheme does not attract section 9(A) of the Industrial Disputes Act. It is pleaded that it does not fall within the purview of item 8 of Schedule IV of the Act. It is asserted that the allegations that the recovery of 0.5 per cent charge under the Self insurance scheme without notice and consent is unfair labour practise under item 13 of the Schedule V is without any basis. It is submitted that under such circumstance the claim of the union deserves to be rejected.

9. The issues that fall for my consideration and my findings thereon are as follows :

#### ISSUES

#### FINDINGS

1. Whether the action of the management of Bharat Petroleum Corporation Ltd., Bombay in introducing 0.5 per cent deduction from the wages of the workmen towards redemption of house building loan w.e.f. 1-1-1990 unilaterally without giving any notice is legal and justified ? Yes
2. If not to what relief are the workmen entitled ? Does not survive

#### REASONS

10. Both the parties have not lead any oral evidence in the matter. They have submitted their written arguments and relied on the documents which are also on the record.

11. The management had produced documents along with exh. 5. Exh. 6/A is an agreement with the Corporation which is to be executed by the employee who want the loan from the Company. Exh. 6/B is an irrevocable Power of Attorney and exh. 6/C is a Declaration and Surety bond to ensure the repayment of Housing Loans together with interest thereon. It is not in dispute that HLS is not available to all the workmen of the Corporation but to only those who satisfy the eligibility criteria laid down in the scheme.

12. It is not in dispute that HLS not being a condition of service in any of the settlements nor in the past has it been decided that this scheme is a condition of service.

13. It is tried to argue on behalf of the management that during the year 1987-89 there were 69 cases of pre-mature death of those who had availed the Housing Loan facilities. It was observed that quite often the family members of such deceased loanees had to sell of their houses/flats in order to repay the loan of the corporation when the retiral dues such as provident fund, gratuity etc. were not sufficient for re-payment. To bivate such hardships and litigation the families of the deceased loanees had to face the Corporation and the Corporation introduced a Self-insurance scheme. It is submitted that by employing the scheme the Coproportion is not put to any type of benefit but on the other hand the employees are saved from hardships. This submission appears to be correct.

14. The Corporation has produced the scheme to establish that HLS is not a part of the conditions of service. It may be introduced in 1978 as a Welfare measure and not as a part of the original contract of employment. The union has not produced any document to show otherwise. Under such circumstance the notice under section 9A of the Industrial Disputes Act is not at all necessary.

15. It may be seen that under the said scheme the Corporation has reserved the right to abrogate/repel the scheme totally or modify the rules and regulations and procedures at any time and from time to time. In *Braithwaitex and Co. (India) Ltd. v/s. Employees State Corporation 1968 I, LLD, 550 THEIR LORDSHIPS* have observed that the mere fact that reward for good work offered by the Employer is accepted by the employees after it was successfully satisfied and the requirement laid down by the employer from earning reward cannot mean this payment becomes a part of the contract of employment. It cannot be therefore held that these payments of inam ever became an implied term of the contract of the employment of the employees in that matter. The ratio given in that authority is applicable to the present set of facts. Here in this case also the housing scheme was applicable as a welfare measure. It cannot be said to be the condition of service.

16. It also cannot fall within the purview of item 8 of Section 9A of the Act. There is no effect in the terms and conditions due to the introduction of the scheme nor the workman had been adversely effected by the same.

17. It is contended on behalf of the union that the deduction of the amount from the wages towards the said scheme is disregard to the Minimum Wages Act of 1936. It is tried to argue on behalf of the management that the Act is not applicable and even if it is said to be applicable then it should have been challenged before the Statutory Authority under in the said Act and not before the Tribunal. It is submitted that the deduction under the scheme are covered under section 7(kk) of the said Act. The agreement with the corporation which is at exh. 6/A clearly gives right to the corporation to impose such type of conditions. It is therefore rightly submitted that the circular which is issued by the management dated 13-2-90 is valid.

18. It is tried to argue that the Corporation vide circular dated 8-8-90 exh. 6/E gave an option to the loanees to opt for out of the scheme and pursuant

thereto refunded the said charge recovered to the loanees who opted out of the scheme. This fact is not disputed by the union. Therefore the question of refund of the amount to the loanees does not arise. It can be further seen that this section is made compulsory for the latter period i.e. who have taken loans in the existing and the earlier periods. This is just, fair, legal and reasonable. The option was also given to the concerned to opt the same. This is also not disputed. For the above said reasons it can be also seen that the recovery of 0.5 per cent charge under the self insurance scheme without notice and consent is not Unfair Labour Practice under Item 13 of Schedule V of the Act but in fact as the option was given to the concerned person this objection of the union does not survive.

19. It is not in dispute that the Corporation has recently reduced the redemption rate rate from 0.5 per cent to 0.3% goes to prove that the corporation is not earning any benefits by the operation of the repayment section or for that matter by granting housing loans to the employees at the nominal interest rate of 5.5 per cent. For all these reasons, I record my findings on the points accordingly and pass the following order :

#### ORDER

1. The action of the management of Bharat Petroleum Corp. Limited Bombay in introducing 0.5 per cent deduction from the wages of the workmen towards redemption of house building loan w.e.f. 1/1/90 unilaterally without giving any notice is legal and justified.
2. No order as to costs.

S. B. PANSE, Presiding Officer

नई दिल्ली, 29 मार्च, 1995

का.प्र. 1132.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार रेल इंडिया टेक्निकल एवं इकानामिक सर्विस के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनूबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंबई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-95 को प्राप्त हुआ था।

[संख्या एल-41012/10/92-आईआर (ए)]

पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 29th March, 1995

S.O. 1132.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947, the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Rail India Technical and Economic Services and their workmen, which was received by the Central Government on the 22-3-95.

[No. L-41012/10/92-IR(A)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT TRIBUNAL NO. I, BOMBAY

#### PRESENT :

Shri Justice R. G. Sindhakar, Presiding Officer  
Reference No. CGIT-7 of 1993

#### PARTIES :

Employers in relation to the management of  
Rail India Technical and Economic Services  
(RITES)

#### AND

Their Workmen

#### APPEARANCES :

For the Management : No appearance.

For the Workmen : Workman present in person

INDUSTRY : Railways

STATE : Maharashtra

Bombay, 6th March, 1995

#### AWARD

Government of India, Ministry of Labour, New Delhi has by letter dated 18-1-1993, made following reference under section 10(1)(d) read with sub-section 2A of the Industrial Disputes Act, 1947 for adjudication.

"Whether the action of the management of Rail India Technical and Economic Services (RITES) in terminating the services of Shri V. Narayanan, Cook from the Andheri Camp Office-cum-rest house w.e.f. 20-12-89 is justified ? If not, what relief the workman concerned is entitled to ?"

2. Shri Narayanan was admittedly appointed by Rail India Technical and Economic Services (hereafter referred to RITES) by order dated 14-1-1988 as a Cook in the Organisation and his services were terminated with effect from 20-12-1989. The grievance of Shri Narayanan is that this is unjustified and he has made out his case in the statement of claim in support of that. He states that he was appointed in the grade of Rs. 196—232 for a period of 6th month with effect from 15-1-1988 and the terms and conditions of his service were to be as per the rules of the Company. He was informed that his appointment was subject to approval of the Competent Authority. It was not stated in the letter of appointment that his appointment was on casual or temporary basis or only for the purposes of a specific project. According to him letter showed that his appointment was in the grade of permanent post and was of a permanent nature. He joined duties as a Cook at the NSPT Camp-cum-rest house at Andheri on January 15, 1988. He was paid alongwith the monthly salary all the allowances such as Dearness Allowance, Adml. D.A., City Compensatory Allowance, Interim Reliefs, HRA etc. He informed the General Manager that his appointment made in consultation with Shri S. C. Mishra, Advisor (TFC) should be regularised. He states that though his appointment was initially for a period of 6 months his services were extended further by RITES and also regularised. He then states that the Rest

House at Andheri still is in need of a permanent Caretaker-cum-cook. Presently Peons from the Nariman Point Office of the Company are stationed at Andheri on a rotational basis for doing job. According to him thus there is a need for a Cook-cum-caretaker at that Rest House. He therefore, maintains that his termination by letter dated 20-12-1989 on the ground that his services had become surplus and therefore, dispensed with, with effect from 20-12-1989, is not justified. He maintains that it is a case of termination without following provisions of section 25N and 25F of the Industrial Disputes Act in as much as he has not been paid compensation as required by section 25F and prior permission as required under section 25N from the appropriate Government has not been obtained. He contends that it is a case of a penal termination without following the due process of law. He has prayed for declaration that the action of terminating the services as illegal, mala fide and unjust and contrary to the principles of natural justice and also prayed for setting aside the order of termination, reinstatement with full back wages and other consequential benefits and costs.

3. Management has filed written statement, denying the allegations made. It is further admitted that he was appointed as a Cook in the grade of 196—232 and his services were terminated on 20-12-1989. The contention is that his appointment was on a temporary or casual basis for the duration of the project and on the completion of that there was no need of his services and therefore, they were terminated by giving him one month's notice and one month's pay. It is further contended that the action did not amount to retrenchment within the meaning of section 2(oo) of the Act and therefore, no need to follow the provisions of section 25N and 25F of the Act. By the written statement filed on 18-10-93, some preliminary objections have been raised on behalf of the management. In fact, the allegations made in the statement of claim about the termination being mala fide are denied. It is reiterated that he was a casual employee appointed for a specific purpose and for a specific period.

4. On behalf of the management written arguments had been filed. The workman was present. He did not file any written arguments. The matter came to be fixed for passing an award. He, thereafter came on 7-2-1994 and filed an application for permission to lead oral evidence. Since the matter was adjourned for passing award, having heard the representative of the management, notice of this fresh application was sent to the management and the matter was posted on 17-6-1994. On that day, however, the workman remained absent and Mr. Mathew, Manager of RITES appeared on behalf of the management. Since there was no appearance of the workman or on his behalf his request for permission to lead evidence could not be entertained. The matter again was fixed for passing award. Since 17-6-1994 he has not made any appearance in this Tribunal.

5. However, before I could deliver the judgement on 9-8-1984 Mrs. Doshi appeared on behalf of the workman and presented an application for permission to adduce evidence. That application was opposed. However, I granted permission and fixed the matter on 16-11-1994 for adducing evidence. Affidavit was filed.

Workman was examined and cross-examined and for filing written arguments, adjournment was sought by the parties. Ultimately written arguments were submitted.

6. It is as stated earlier, not disputed that he was appointed as a Cook-cum-caretaker by letter dated 14-1-1988. This letter makes a reference to his application dated 14-1-1988. He mentioned therein that there was a vacancy of Cook in Office-cum-Rest House at Andheri and he offered his services assuring that he will discharge his duties to the best satisfaction of his superiors. In the appointment letter dated 14-1-1988, it has been mentioned that he has been appointed as a Cook in the grade of Rs. 192—232 for a period of 6 months with effect from 15-1-1988. He was told that if this was acceptable to him he should sign and return the duplicate copy of that letter in token of his acceptance. Thereafter on 29-2-1988, Shri P. T. Sridharan writes to Mr. Saha for regularising his action in appointing Shri Narayanan as a Caretaker-cum-cook with effect from 15-1-1988 for a period of 6 months. The period of his services were extended up to 31st December, 1988 on the existing terms and conditions and for which sanction of the Competent Authority was accorded. That order of sanction is dated 2-8-1988. It appears that by letter dated 20-12-1989, his services were terminated with effect from 20-12-1989 on the ground that his services became surplus. He thereafter contended that this was a case of retrenchment being not in order. He admitted in his letter dated 20-1-1990 that he was paid one month's pay as retrenchment compensation. He maintains that he should be deemed to have been in the permanent job of the Company because he worked in a regular grade of Rs. 196—232 for the period from 15-1-1988 to 20-12-1989.

7. It is his contention that his termination is illegal and the first limb of the arguments is that there was no compliance with the provisions of section 25N and 25F of the Act. Before the application of section 25N and 25F of the Act it has to be shown that this is a case of retrenchment because 25F says that no workman shall be retrenched by that employer until he was given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice; that he has been paid retrenchment compensation and that notice in the prescribed manner is served on the appropriate Government. 25N also speaks of the conditions precedent to retrenchment, it says three months' notice is required to be given indicating the reasons for retrenchment or in lieu thereof there has been paid wages and prior permission of the appropriate Government has been obtained. Management's contention is that this action of termination of services is not covered by section 2(oo) which defines retrenchment in as much as this was a case where his services have come to an end as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained in the contract of employment. Admitted position is that there is no compliance of section 25F and 25N of the Act. The letter



of appointment to which reference has been made shows that his appointment was for a period of 6 months with effect from 15-1-1988. This period appears to have been extended and sanction for the same has been obtained for continuance up to 30-12-1988. It is also an admitted position because in his letter dated 20-1-1990 Shri Narayanan states that though he was appointed for a period of 6 months his services were extended from time to time till he was discharged on 20-12-1989. Therefore, the management's contention that it was under the contract of the employment for a period it would be covered by the category excluded under section 2(oo) from being termed retrenchment. It is a case of non-renewal of the employment on expiry of such contract. The contention is that the project was over and there was no need for the services of the Cook.

8. In this connection reliance has been placed upon a decision of Delhi High Court in the case of management of Hindustan Lever Ltd. Vs. The Administrator, reported in 1977 Labour and Industrial Cases, 681. There the management's right to conduct its business in the manner they think best has been recognised. It is observed "Apart from this, the management has the right to conduct their business in the manner they think best. A person must be considered free to so arrange his business. If they do not want to fill up the vacancies it may as well be that they do not need the services of more men. . . .". Management also relies upon the decision of Calcutta High Court in the case of Tapan Kumar Jana Vs. Calcutta Telephones and others, reported in 1980 Labour and Industrial Cases, 508. In that case it has been held the termination of a casual worker engaged on a particular urgent work on completion of work does not amount to retrenchment.

9. It is stated by the workman in the statement of claim that he was appointed in a grade, that he was paid allowances, granted leave and also facilities of travel to home town. Extending all these facilities would not convert his appointment into a regular appointment to a permanent post and make it an appointment of permanent nature. The appointment letter clearly indicates that it was a case of appointment for a fixed period in the initial stage and extended from time to time as admitted by the workman himself. The reasons for terminating his services is given in the order as services becoming surplus and as has been pointed out earlier, it is the right of the management to conduct its business in a manner it thinks fit and the employment of such number of persons as is found necessary to carry on its business. The contention that there is still need of a Cook-cum-caretaker, the management is sending Peons to do those jobs from its Nariman Point Office, is in my opinion no arguments in view of the fact that the management has the right to do so. The management has explained in the written statement the circumstances under which it was found necessary to engage the services of Shri Narayanan for a particular period and that project being of a temporary nature it was not found necessary to create a post of permanent nature and appoint one to that post. In the circumstances, the management appointed Shri Narayanan when the need was felt and as long as it continued he was continued and thereafter when it was found

that it was no longer necessary to have Cook-cum-caretaker, the services of Shri Narayanan came to be dispensed with. It is precisely for these reasons that it issued a letter to Shri Narayanan. The terms and conditions did show that, I do not, therefore, find that it is a case of 'retrenchment' within the meaning of section 2(oo) necessitating the compliance with the provisions of section 25F and or 25N of the Act.

10. With regard to the oral evidence adduced I find that he came out with a different case. He contends that at the time of his appointment he was not informed that his services were temporary and though he was informed that he was appointed on the project as and when the project was over he will be taken up on another project. With regard to this explanation besides bear word there is nothing. On the contrary the orders issued clearly show that he was appointed for a specific period on a project and I will make a reference to letter dated 29-2-1988 produced by him addressed to Mr. Sinha, General Manager by P. T. Sridharan. The subject is appointment of Caretaker-cum-cook for the Office-cum-Rest House for NSPT Study of Andheri. The appointment continuation orders clearly show that it was for a limited purpose.

11. He admits that the services of those appointed alongwith him were terminated at the end of the project. He was continued for some time thereafter, and during the course of the correspondence, produced on record it was stated that officers of the project continued to come and stay there. Even after project was over that work connected with that project continued for some time. Even then after it was found that the services were no longer required he was informed accordingly.

12. He tried to make out a case that even after his services were terminated persons were appointed as Caretaker-cum-cook. Management denies that they were appointed as Caretaker-cum-cook. It is, its case that a messenger at Nariman Point was sent there as a Careaker and not as Cook. Besides, one who has been sent was from Nariman Point Office and he was admittedly senior to the present workman. The category of casual workers is recognised by the Manual of Human Resources Management and the rules called Rail India Technical and Economic Services Limited (Recruitment) Rules. It classifies employees into three categories (1) Regular, (2) Casual, and (3) Probationer. Casual employee is an employee who has been engaged on a temporary and casual basis for work of an essentially temporary nature likely to be completed within a stipulated period. Regular employee has been also defined as a person who was an employee who has been engaged in a vacancy on the regular establishment of the Company and who has satisfactorily completed his probationary period of service and whose employment in regular service has been confirmed in writing. If these definitions are read it can be clearly seen that he does not fall in the category of a regular employee but falls in the category of casual employee as defined.

13. The contention is that the word retrenchment has been used by the management itself in the termination letter. One month's pay in lieu of notice and one month's pay of retrenchment compensation is paid



as has been mentioned in that letter dated 20-12-1989. I do not think it would have any impact upon the nature of termination. That word retrenchment appears to have been loosely used. As I stated above the contract of employment clearly spoke to duration of employment. The fact that it was required to be extended re-emphasises that aspect. The payment of compensation and wages for notice period is an act of grace on the part of the management.

14. The position, therefore, is that he was a person appointed by the management for a specific purpose and period and his services came to an end when they were no longer required. He was a casual employee and not a regular employee. The case is not one of punishment nor one of retrenchment within the meaning of section 2(oo) because it is covered by Clause (bb). The management's action, therefore, cannot be said to be unjustified and workman is not entitled to any relief.

Award accordingly.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 29 मार्च, 1995

का.प्र. 1133.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साउदर्न रेलवे, मद्रास के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-3-95 को प्राप्त हुआ था।

[संख्या एल-41012/128/93-आईआर (डीयू.)]  
पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 29th March, 1995

S.O.1133.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Southern Railway, Madras and their workmen, which was received by the Central Government on the 29-3-95.

[No. L-41012/128/93-IR(DU)]  
P. J. MICHAEL, Desk Officer

#### ANNEXURE

#### BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU

Madras, the 30th November, 1994

PRESENT:

Thiru K. Ponnusamy, M.A. B.L.,  
Industrial Tribunal.

Industrial Dispute No. 9/1994

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Southern Railway, Madras).

#### BETWEEN

Shri K. Masilamani,  
S/o Krishnan,  
Ka. Narasinghapuram,  
Kavanoor Post,  
Via Arakonam TK.

#### AND

The General Manager,  
(Sr. D.P.O. (Port Cell)),  
Southern Railway,  
Park Town,  
Madras-3.

2. Sr. D.P.O.,  
Southern Railway Division,  
Palghat.

#### REFERENCE :

Order No. L-41012/128/93-IR(DU), dated 7-2-94,  
Ministry of Labour, Government of India,  
New Delhi.

This dispute coming on this day for final hearing upon perusing the reference, Claim and Counter statements and all other material papers on record and upon hearing the arguments of Thiru A. Parthasarathy, Authorized Representative for the Workman, and of Thiru M. Munir Sherif, Standing Counsel for Management No. 1 and 2, this Tribunal passed the following.

#### AWARD

This reference has been made for adjudication of the following issue :

"Whether the action of the Management of Southern Railway, Madras in terminating the service of Shri K. Masilamani (having attained temporary status of the Railway Employees from 26-10-84) w.e.f. 25-8-89 is just, proper, legal and justified? If not, to what relief is the workman is entitled to?

2. The petitioner joined the service of the Southern Railway, Palghat Division as casual labour on 23-08-83 and served till the day of termination, under the PW1 (project Wayside Inspector) at Angadipuram and also at PW1/SW/SRR. After serving about 15 months he was granted temporary status by the second respondent vide his office letter No. W-66/84 dated 4-12-84 issued by the Divisional Personnel Branch, Palghat, of S. Railway. The order granting temporary status to him, was as per the then extended orders, in respect of casuals. On 11-09-87, the respondent officer issued a charge memo to him vide their office No. P/17/AAM/KM dated 11-09-87, the copy of the same is enclosed. He replied to the alleged charges and denied the alleged charges. Thereafter an enquiry was ordered and the same was commenced on 19-12-87 by the Enquiry Officer. He denied the alleged charges and the enquiry was posted on various dates i.e. 02-01-1988, 11-01-1988, 19-02-1988, and 13-04-1988. He met with train accident on 11-03-88, and taken for treat-

ment in Railway Hospital and took treatment for many months. The right leg was amputated in Railway Hospital. Subsequently the enquiry was posted on 18-01-89, 28-03-89 and also on 26-04-89. His authorised defence helper was not able to attend enquiry on 26-04-89 due to his sickness. This fact was brought to the notice of the Enquiry Officer by him. The Enquiry Officer decided to proceed with the enquiry in the absence of the defence helper and this was protested by him. He represented to the DPM Palghat and EO on 11-01-89 and 13-06-89. The order of PENALTY ADVISE vide P/17/AAM/KM dt. 14-08-89 was served on him. Only on 25-08-89, he was removed from service, on the same day. He preferred on appeal to the Sr. Divisional Engineer Palghat Division of Southern Railway as Appellate Authority on 26-09-89 as per rules and advice but till date the same was not disposed by him. He as Railway employee moved the Central Administrative Tribunal (hereinafter called as CAT) at Madras under the Administrative Tribunal Act. The Hon'ble CAT disposed the same (O.A. 96-91) on 21-10-91 on the ground of jurisdiction. He was given liberty to seek relief before the Labour Court. The order was passed by the Vice-Chairman, member of CAT. He filed a petition before the Regional Labour Commissioner (Central) at Madras under Section 2A of the Industrial Disputes Act, 1947 on 11-12-91. After due consideration and conciliation, the Assistant Labour Commissioner (Central) I, Madras sent his failure report to the Secretary to Government of India, Ministry of Labour, New Delhi on 13-10-93. The Ministry of Labour Government of India, after due consideration referred the matter to this Tribunal for adjudication vide order dt. 7-2-94. He never furnished the alleged service card. This fact was explained to the authorities. The casual service rendered from 23-08-83 by him was only considered for the temporary status and granted. The Railway Administration not proved the alleged charge against him. In fact no proper, just, fair and legal enquiry was conducted in the case. The Enquiry Officer refused to consider his request to examine two of the Officers, connected with the Issue. The EO also denied him the opportunity to defend the case with the help of Defence helper for such eligibility, he is entitled to and he arranged for the same. In the absence of the defence helper who is also a railway employee, on the ground of sickness, need to be considered, but the EO refused to wait for the return of the defence helper, proceeded with the enquiry, which he protested. He conducted the so called enquiry on that day without his presence and passed his report of findings. The enquiry is not valid in any means. It is partial unfair, denial of defence rights as such the report and findings deem to be Null and void. The report and findings which was supplied to him at a later date. The penalty advise was issued by the second respondent. The order of removal from service, was on the basis of the unfair, illegal and partial enquiry quoted by the petitioner in the above paragraph. The order of removal itself is not sound, and sustainable under law, and Rules, hence it is not valid one. It is upto the Railways to prove the charge before this Tribunal if they wish so. As an employee coverable under Industrial Law, before issuing a termination or other penalties, it is a must to issue a show cause

notice to the affected worker. In this case it was not followed. He most respectfully requests this Tribunal to consider the case and the submissions of his authorised representative, and pass orders to the respondent to put him back to his employment and full back wages, besides the attendant benefits, continuity of service and cost of this petition, or this Tribunal deems fit and proper in the circumstances of the case.

3. The defence of the respondent briefly stated is as follows :

On and from 18-12-80, there was a ban on engagement of fresh casual labourers in the Railways vide Railway Board's Circular No. E(NG) II/80/CL/5 dt. 18-12-80. However, it was permissible to re-engage casual labourers who had earlier served in the railways. The petitioner produced a casual labour service card bearing LTI No. 1387 purported to have been signed by the Chief Signal Inspector/Tambaram (DSTE/W/TBM) certifying casual labour service from 20-9-1978 to 21-12-1978. On the basis of the said casual labour service card, the petitioner was engaged on 23-8-83 as a casual labourer, under the Permanent Way Inspector/Angadipuram (PWI/AMM) Subsequently he was granted CPC scale of pay from 23-10-84 vide No. J/P 407/IX/SSR dt. 4-12-84 taking into account 120 days of continuous service in the open line establishment. Regarding the bona fide nature of CLR cards produced by the petitioner and others, complaints were received and Assistant Engineer/Shoranur (AEN/SRR) initiated action to verify the same by writing a letter dated 22-11-85 to DSTE/W/TBM seeking advice as to whether this petitioner and others mentioned in the said letter had worked under his control within the period mentioned against each and also intimate as to whether the LTI number mentioned in the card tallies with the LTI register maintained in his unit. Senior District Signal & Telecommunication engineer/works/Tambaram (Sr. DSTE/W/TBM) who is incharge of that Unit, vide his letter dated 11-12-1985 replied that the petitioner and other employees referred to in the letter were not engaged in his Unit during the relevant period (year 1978-79) and that CLR cards have not been issued to the above stated employees and to the petitioner. Only then it came to the knowledge of the Administration that the casual labour service card produced by the petitioner, is not genuine. Assistant Engineer/Shoranur the Disciplinary Authority issued a charge memo for major penalty dt. 11-9-1987. The petitioner denied the charges by his letter dt. 22-9-87. Thereafter the Enquiry Officer (EC) was appointed on 12-11-1987 and the petitioner was informed of the same. He was given opportunities for inspection of documents and engagement of defence helper. The petitioner originally engaged one Shri J. Anantha Rao, as his defence helper, and later he chose one Shri K. P. Antony as defence helper—Enquiry Proceedings were adjourned several times at the instance of the petitioner's side viz., adjourned from 19-12-87 to 2-01-88 on the request of the petitioner and his defence helper and then to 11-1-88 on the request of the defence helper and again adjourned from 11-1-88 on receipt of Telegram message from the petitioner. In the DAR proceedings, the petitioner was given necessary and sufficient opportunities and facilities to defend his case. The petitioner requested the Enquiry Officer to

arrange for the appearance of AEN/SRR PWI/AAM, DSTE/W/TBM and CSI/W/TBM of the period in question as witnesses. The above request was considered by the EO and after careful consideration, it was decided that there was no necessity to call AEN/SRR and PWI/AAM as witnesses because the matter in issue was only in respect of the purported initial engagement at Tambaram. The purpose of the enquiry was to ascertain as to whether casual labour service card produced by the petitioner was bogus or not. To ascertain that, LTI register and Pay ledger are the only relevant documents. Therefore, it is the enquiry with the above records, and depose in the enquiry. His deposition has to be based on the knowledge and information derived from official records. In the circumstances, it was also not necessary to call for the appearance of CSI/W/TBM and DSTE/W/TBM as witnesses. The Enquiry was then postponed to 13-4-88. Meanwhile he was under sick list. After his resume for duty, the enquiry was fixed for 18-1-89 and the records from the office of DSTE/W/TBM were called for to the enquiry to be conducted on 18-1-89. This was advised to the petitioner well in advance. Even though Shri M. Munuswamy Raju, SI/W/TBM came with the above records, the enquiry was postponed to 26-4-89 since the defence helper could not attend the enquiry on 18-1-89. On 26-4-89, the defence helper reported sick. It is the responsibility of the charged employee to ensure the attendance of his defence helper. Though the petitioner was aware of the date of enquiry well in advance, he did not bother to arrange for the attendance of his defence helper or to charge his defence helper. The Enquiry Officer had already adjourned the enquiry several times on account of the petitioner and his defence helper. In the circumstances, he has no other go except to proceed with the enquiry. On 26-4-89, the petitioner and Shri Munuswamy Raju, SI/W/TBM attended the enquiry, but the petitioner was not willing to cooperate in the enquiry. On 26-4-89, from the evidence deposed by Shri Munuswamy Raju and also on scrutiny of the LTI Register and Pay Ledger it was proved that the petitioner had not worked under the rolls of CSI/W/TBM under DSTE/W/TBM for the period mentioned in the CLR card. There was only one register maintained for the entire unit of signal branch under DSTE/W/TBM. LTI No. 1386 relates to the year 1964 which has been allotted to another person engaged on 3-2-64. The Enquiry Officer has verified the LTI register and Pay Ledger. The name of the petitioner was not found in records. Hence it was concluded by the Enquiry Officer that the CLR card produced by the petitioner had not been issued to him by DSTE/W/TBM and that it is a bogus card. The Disciplinary Authority after going through the enquiry proceedings and enquiry report and applying his judicious mind passed the penalty order of removal from service which was communicated to the petitioner vide penalty advice dated 14-8-89. On Appeal, the Appellate Authority, Senior Divisional Engineer/West/Palghar considered the Enquiry Proceedings, enquiry report and the grounds in the appeal, and on finding that there was no reason to revise the penalty confirmed the penalty by his order dt. 20-11-89. The petitioner challenged in O.A. 96/91 the penalty order dated 14-8-89 passed by the Disciplinary Authority. Hon'ble Central Administrative Tribunal, Madras dismissed the OA on the point of jurisdiction vide its order dt. 21-10-91

but with liberty to the petitioner to seek relief before Labour Court. The Conciliation proceedings initiated thereafter has also failed. The petitioner in this petition before this Tribunal claims employment with back wages, attendant benefits and continuity of service. The claim of the petitioner is un-sustainable, because of the following reasons : (a) In terms of Railway Board's Circular No. E(NG)11/80/CL/5 dated 18-12-80, no fresh face of casual labourers should be engaged in railway. However, it was permissible to re-engage only those casual labourers who had earlier served in the railway. The condition precedent for such engagement after 18-12-80 is that the concerned person should have served the railway before 18-12-80. To circumvent the Board's instruction and restriction contained in the above letter, the petitioner had produced a bogus casual labour service card for a casual labour service from 20-9-78 to 21-12-78 and got engagement in railway. The production of bogus card is a misconduct of serious nature. Therefore, the respondents have initiated DAR action under Railway Servants (Discipline and Appeal Rules). (b) The petitioner as a temporary status attained casually labourer, is governed by RS (D&A) Rules, because in terms of Railway Board's letter No. E(NG)60 CL-13 dt. 13-5-1965/R.S. (D&A) Rules, will become applicable to casual labourers when such casual labourers attain temporary status. (c) The petitioner's misconduct came to the knowledge of the Administration only in 1985 and immediately thereafter the disciplinary proceedings were initiated against him. The purpose of the enquiry was to ascertain as to whether casual labour card produced by the Petitioner was bogus or not. To ascertain that LTI Register and Pay ledger are the only relevant documents. LTI register is the basic record showing the engagement of casual labourers in the units. These documents had been produced from proper custody and perusal. On perusal of the petitioner's name was not found available in the Register LTI No. 1386 relates to the year 1964 which was allotted to another person engaged on 3-2-64. It was thus confirmed and proved that the casual labour service card produced by the petitioner is bogus one. (d) The misconduct committed by the petitioner had rational connection with his subsequent employment in Railway and renders him unfit and unsustainable for continuing in service. This is evident from Railway Board's letter No. E(D&A) 67 RG6-11 dated 1-6-68, wherein it is clarified that an employer is not precluded from taking action against an employee in respect of misconduct committed before his employment if the misconduct is of such a nature as has rational connection with his present employment and renders him unfit and unsuitable for continuing in service. (e) after the 42nd amendment to the Constitution which had done away with the Second Show Cause Notice in disciplinary proceedings, it was not necessary to give the copy of the enquiry report before imposing the penalty. As per rules then in force, the enquiry report was sent to the petitioner alongwith the penalty advice. The petitioner was given sufficient opportunities and facilities in the DAR proceedings to defend his case. The Enquiry Proceedings were adjourned several times on the request of the petitioner's side. Though the petitioner was aware of the date of the enquiry, well in advance, he did not bother to arrange for the attendance of his defence helper, or to change his defence helper.

It is the responsibility of the charged employee to ensure the attendance of his defence helper.

4. Relevant documents were produced and inspected and relevant witness was called for and examined, in the enquiry. In as much as the matter in issue was only in respect of the purported initial engagement at Tambaram, there was no necessity to call AEN/SRR and PWI/Tambaram, as witnesses. LTI Register and Pay Ledger of the relevant period, are the only relevant documents to ascertain as to whether the CLR card produced by the petitioner is bogus or not. Therefore, there is no violation of principles of natural justice in the conduct of the enquiry. The enquiry was conducted properly taking into consideration all the relevant matters.

5. The Issue for determination is :

Whether the action of the Management of Southern Railway, Madras in terminating the services of Shri K. Masilamani, (having attained temporary status of the Railway Employees from 26-10-84) w.e.f. 25-8-89 is just, proper, legal and justified? If not, to what relief is the workman is entitled to?"

6. The Issue : The petitioner was appointed as a casual labourer on 23-8-1983, in the Southern Railway, Palghat division and was granted temporary status, by 2nd respondent in an order dt. 4-12-84. On 11-9-87 charge memo was issued to him for the production of forged previously worked card. His contention is that he has not produced the service card and that he was not given reasonable and full opportunity to defend his case in the domestic enquiry conducted by the Enquiry Officer. Disciplinary Action was ordered to be taken against the petitioner for obtaining employment on the basis of bogus previous service card, is evidenced by Ex. M. 1. D.O. Letter No. E(NG)/II/80/CL/5 dated 18-12-80 Railway Board, New Delhi addressed to the General Manager, sought to be implemented immediately prior approval of the General Manager should be obtained for appointment of daily rated casual labour, is disclosed by Ex. M. 2. The name of the petitioner is Krishnan, stated in Ex. M-3. DSTE/W/TBM Southern Railway, Tambaram was addressed to enquire and send a reply whether the petitioner previously worked at Tambaram, is substantiated by Ex. M. 4. He was not engaged at Tambaram at any point of time, is borne out by Ex. M. 5. Enquiry was conducted and he participated for some time in the domestic enquiry. The name of the father of the petitioner is stated as Madurai in Ex. M. 7. Temporary status was given to the petitioner is made out by Ex. W. 1. Charge memo was issued to him is proved by Ex. W-2. He sent the letter to the DRM, Palghat, is made out by Ex. W-3. He sent a letter to the Enquiry Officer is evident from Ex. W-4. The Enquiry Officer found the petitioner guilty of the charge levelled against him. The Disciplinary Authority after careful perusal of the documents and the Enquiry Proceedings concurred with the findings of the Enquiry Officer. The petitioner was removed from service is borne out by Ex. W-6. He preferred an appeal to the Appellate Authority is evident by Ex. W-7. The Appeal was dismissed by the Appellate Authority is borne out by Ex. M. 6. The Disciplinary Authority after careful scrutiny of the documents, after applying his mind dismissed the

appeal. The petitioner filed a petition under Section 2(A) of the Industrial Disputes Act for reinstatement. He filed O.A. No. 96/91 before the Central Administrative Tribunal. He was directed to seek his remedy in the Labour Court, is borne out by Ex. W-9. He moved the Commissioner of Labour for conciliation, is borne out by Ex. W-8. Conciliation failed, is made out by Ex. W-10.

7. Judgement was passed in O.A. 678/90 Central Administrative Tribunal, Ernakulam bench and it was allowed and the employee was directed to be reinstated with all consequential benefits. That judgement does not apply to the facts of the present case. The misconduct committed by the petitioner is serious in nature.

8. The name of the father of the petitioner and his date of birth do not tally. His contention that he was appointed as a casual labourer on the basis of his seniority, is legally untenable. His contention that he has not produced the previous service card is unbelievable since without proof of previous service, he could not have been employed as a casual labourer. He produced the bogus previous service card. This amounts to gross misconduct. He had the Assistance of defence helper. He was given reasonable and full opportunity to participate in the domestic enquiry to defend his case and cross examine the witness examined on the side of the respondent. He participated in the domestic enquiry for sometime. Later on he avoided domestic enquiry with ulterior motive. The domestic enquiry was fairly and properly conducted in accordance with the Standing Orders the procedure prescribed by the Act, and the provisions of the law. The principles of natural justice, enquiry and good conscience have been duly complied with in the conduct of the domestic enquiry. The domestic enquiry is not vitiated or does not suffer from any informity or irregularity. The finding of the Enquiry Officer is not based. The finding of the Enquiry Officer is not perverse. The charge is proved by legal evidence. Prima facie case has been made out. The domestic enquiry is bonafide and proper. The removal of the respondent from service is commensurate with the gravity of the charge.

9. For the foregoing reasons, this Tribunal comes to the irresistible conclusion that the action of the Management of Southern Railway, Madras in terminating the services of Sh. K. Masilamani, (having attained temporary status for the Railway Employees from 26-10-84) w.e.f. 25-8-89 is just, proper, legal and justified. The first part of the issue is found in the affirmative. The second part of the issue does not arise for consideration.

In the result, award is passed rejecting the claim of the petitioner. No costs.

Dated, this the 30th day of November, 1994.

THIRU K. PONNUSAMY, Industrial Tribunal

WITNESSES EXAMINED

For both sides : None.

DOCUMENTS MARKED

For Workman :

Ex. W-1/ —Office order issued to Petitioner-worker & 36 casual labourers granting temporary status (xerox copy).

- M-2/-9-87—Charge memo issued to Petitioner-Worker (Xerox copy).
- W-3/11-1-89—Letter from Petitioner-worker to the Management requesting to allow him to continue in employment (Xerox copy).
- W-4/13-6-89—Letter from Petitioner-worker to the Enquiry Officer (xerox copy).
- W-5/27-6-89—Findings of the Enquiry Officer (Xerox copy).
- W-6/14-8-89—Order of removal issued to Petitioner-worker (Xerox copy).
- W-7/25-9-89—Appeal preferred by Petitioner Worker against his removal from service (xerox copy).
- W-8/11-12-91—Dispute raised before the Regional Labour Commissioner (Central), Madras-6 (Xerox copy).
- W-9/21-10-91—Order of Central Administrative Tribunal, Madras (Xerox copy).
- W-10/ —Conciliation Failure Report (Xerox copy).
- For Management :
- Ex. M-1/24-6-68—Copy of Railway Board's letter No. P(A)227/P. Vo. VII regarding disciplinary action for acts of misconduct (xerox copy).
- M-2/24-12-80—Railway Board's letter regarding employment of casual labourers (xerox copy).
- M-3/ —Casual labour Service Card of Petitioner Worker for the period from 20-9-78 to 21-12-78 (xerox copy).
- M-4/22-11-85—Letter from Assistant Engineer, Shoranur to DSTE|W|TBM intimating Petitioner-worker & 8 others are not working as casual labourers (xerox copy).
- M-5/11-12-85—Reply by Senior DSTE|W|TBM to Ex. M. 4 (Xerox copy).
- M-6/25-9-89—Order of Appellate Authority (Xerox copy).
- M-7/ —Extract of LTI Register (Xerox copy).

नई दिल्ली, 29 मार्च, 1995

का.प्र. 1134.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिजर्व बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, संबंध के में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बोम्बे (बम्बई) के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-3-95 को प्राप्त हुआ था ।

[सं. एन-12011/35/91-आई आर बी-III]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 29th March, 1995

S.O. 1134.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Reserve Bank of India and their workmen, which was received by the Central Government on the 27-3-1995.

[No. L-12011/35/91-IRB-III]  
P.J. MICHEAL, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, BOMBAY

PRESENT :

Shri Justice R. G. Sindhakar, Presiding Officer.  
Reference No. CGIT-96 of 1991

PARTIES :

Employers in relation to the management of  
Reserve Bank of India.  
and  
Their Workmen

APPEARANCES :

For the Management.—Shri G. S. Hegde.  
For the Workmen.—Shri Poojari, Advocate.

INDUSTRY : Banking STATE : Maharashtra  
Bombay, the 28th February, 1995

#### AWARD

Government of India Ministry of Labour has by letter dt. 13-12-1991 referred dispute mentioned in the schedule for adjudication under section 10(1)(d) read with sub-section 2A of the Industrial Disputes Act, 1947.

#### THE SCHEDULE

“Whether 166 employees (list enclosed) engaged in various catering establishments of the Reserve Bank of India at Bombay are the workmen of the Reserve Bank of India? If so, whether their demand for regularisation with retrospective effect was justified? If so, the extent of relief payable to these 166 persons may be indicated.”

2. The point at issue between the parties is whether the persons working in the canteen are the employees of the Reserve Bank of India.

3. Statement of claim has been filed on behalf of the Union by its General Secretary Shri Keshav Mollya.

4. It is stated that the Reserve Bank of India, a Banker's Bank has its office at Amar building, Fort Bombay. It employs about 1500 employees in the new Central Officer building situated in Fort Bombay, and about 1000 employees each in Byculla Office building and Bandra Kurla complex building. The Bank provides canteen facility to its employees. For

class III and class IV employees the Bank has provided canteens which are being run either through canteen committees or through cooperative society or through contractors. Reserve Bank lounge caters to the needs of the Officers of the Bank.

5. Canteen situated in Amar building is meant for the employees working at Amar Building, main building, matial building, Hongkong Building. It is managed by implementation committee (canteen committee consisting of four representatives from the R.B.I. workers union i.e. class IV employees' Union five representatives from the Reserve Bank of India employees association i.e. class III employees Union and three representatives from the Bank. The three representatives of the Bank include Currency Officer, Personnel Officer and one Officer from the personal policy department, the currency officer being always a chairman of the canteen committee in the canteen run by the implementation committee. At Amar Building 77 workmen are employed and the Bank has provided the canteen committee free of charge fuel, water, electricity utensils, premises etc. and furnitures and fixtures etc. and also bears by way of subsidy 95% of the salary, provident fund contribution, cost of uniform washing charges, gratuity of the workmen etc. Besides this the Bank pays to the canteen committee a sum of Rs. 17,500 per month as and by way of subsidy. The Bank relieved four employees who are in the committee, two for full day, two for half day to supervise over the day to day affairs of the canteen.

6. For the benefit of the employees at Byculla the Bank is running a canteen through a cooperative society. In the said canteen 25 workmen are working in different categories. Bank has provided to the society free of charge fuel, electricity, utensils, water, premises, fixtures and furnitures. It also grants by way of subsidy 95% of the employees salary, provident fund contribution, uniform, gratuity etc. Bank also relieved one of its employees who is a member of the managing committee of the society for whole day to look after or supervise the work of the canteen. It also reimburses the society the charges incurred for getting the licences under shops and establishments renewed. The society has to obtain prior permission if they want to increase the strength of the canteen employees and if prior permission is not obtained no subsidy for the salary and other out goings of such workman is borne by the Bank.

7. So far as the canteen at new Central Office building is concerned a contractor named Messrs Alva caterer is engaged and that contractor has employed about 35 persons in different categories. The Bank has provided to the said contractor electricity, utensils, premises, furnitures and fixtures. In addition the Bank is paying a sum of Rs. 80,000 per month by way of subsidy.

8. For their office in Bandra Kurla complex building canteen contractor engaged is Messrs N. T. Shetty who has employed 21 persons in different categories. He has been also provided free of charge electricity, utensils, water, premises, furnitures and fixtures in addition to a subsidy of Rs. 52,000 per month. It is the case of the federation that the employees working

in the canteen known as officers lounge which are directly employed by the Bank, paid their salary by the Bank and their service conditions are as applicable to the Bank employees. In spite of the fact that the persons working in the other canteens are doing identical/similar work as is done by the employees in the Officers lounge they are paid meagre salary and are not given the same benefit of service conditions.

9. The implementation committee is running the canteen at Amar Building since 1959 while the canteen run by the society at Byculla officer is in existence since 1989, the contractor canteens at new Central Office building and Bandra Kurla complex are also existing for a long time.

10. A demand was made by the federation and after the conciliation proceedings reference has come to be made to this tribunal.

11. The contention of the federation is that it is a statutory obligation to provide canteen facility to the employees and the same is being done through agencies such as canteen committee, society and contractor instead of the Bank doing it on its own by employing persons directly. The Bank cannot, it is contended shift its responsibility on to others. Besides the entire economic control is of the Bank. Several decisions have been relied upon in the statement of claim and they will be referred to at an appropriate stage of the discussion. The prayer is that these employees enumerated in the schedule should be directed to be absorbed with retrospective effect with point to point adjustment and the Bank be directed to pay difference of wages.

12. Written statement has been filed on behalf of the Bank. The Management has disputed the claim made by the federation. Objection raised is that the dispute has not been espoused by a trade union having substantial following amongst the workmen employees of the Reserve Bank of India and the federation is not competent and entitled to espouse the cause of the employees of the canteen. It is stated that space on leave and licence basis is made available and certain facilities are provided to the contractor, canteen committees and cooperative societies formed by the employees. The canteens are in the nature of a club and the management of Reserve Bank of India is not responsible for employment of persons in the canteen which is done by the cooperative (canteen) society, the staff canteen committee or the contractor. It is further stated that the contractors changed. All that they do is to sell tea, coffee, soft drink, lunch and other eatables to employees in the licensed premises. The Reserve Bank of India does not supervise or control supply of eatables to employees and the employees are not under an obligation to purchase eatables from the canteen. Canteen not being an establishment of the Reserve Bank dispute cannot be raised by the federation for regularisation of these employees in the Banks service. The Bank does not carry on any of its trade or business in the canteen. There is no qualification prescribed or criteria laid down regarding education, experience, age for recruitment of employees in the canteen by Bank. It is the submission of the Bank that staff canteens have been established as a welfare measure and mostly on cooperative basis amongst the workmen employees of

the Bank in the Central Office building. However a contract has been given to an outsider. It is admitted that the Bank provides some funds/subsidies to the committee and it is neither necessary nor obligatory on the part of the Bank to provide canteen facilities to its employees. They are employed by the committees/contractor. It is admitted that R. B. I. Officers have a lounge and persons employed there are employed by the Bank. It is also stated that a similar demand was made by the staff canteen employees and the Central Government did not refer this dispute for adjudication and petition challenging that failed in the Calcutta High Court.

13. Denying that there is any direct control or supervision over the employees engaged by the contractor, co-operative society or implementation committee the management states that it has made available canteen facilities through those agencies entered into contracts with them for the sale of tea, coffee, snacks, lunch etc. to the employees. It has no right to take any disciplinary action or to direct any such employee to do a particular work which control vests in the agencies. There is no master and servant relationship between the Reserve Bank of India and the employees engaged by the agencies. It is however submitted that the main function of the Bank is to regulate the issue of Bank notes and to operate the currency and credit system of the country to its advantage and not the running of the canteens. So far as the canteen in the Hongkong building is concerned it is stated R.B.I. has vacated the premises in the Hongkong building and there is no canteen presently run there. With regard to the canteen in the main building it is stated that it is managed by the implementation committee/canteen committee and this canteen provides canteen facilities to the employees of R.B.I. working in martial building and Amar building. The representative of class IV and III Unions of R.B.I. employees and officers of Reserve Bank of India constitute a committee. The representatives of the Bank on the committee play a limited role regarding the functioning of the committee but do not have any control whatsoever on the employees engaged by the committee so far as the taking of disciplinary action against a person employed in the canteen or with regard to allocation of work to those employees. It is admitted that the Bank relieves two representatives on full time bases and four on part time basis for looking into the affairs of the canteen but the role is not to carry on the day to day supervision and control of the employees engaged by the canteen committee but only to ensure that the subsidy of the Bank is utilised in a proper way that is also so with regard to the Management of the Byculla Office Canteen. Permission to employ more persons is necessary because subsidy is being paid. So far as the revision of pay is concerned since it has a direct bearing on the subsidy permission of the Bank is required. However there is no such requirement where contractors are engaged. The demands made are not acceptable to the management and therefore prayer for answering the reference in favour of the Bank is made.

14. On behalf of the federation Shri Moolva General Secretary, Shri Konkar supervisor in the Byculla staff cooperative canteen and Shri Poojari of Messors Pooja Caterer of new Central Office have

filed affidavits and they have been cross-examined on behalf of the R.B.I. Arguments have been heard in support of the rival contention.

15. The main point is whether the persons working in the various canteens are employees of the Reserve Bank of India. The reference posed a question as to whether the 166 employees listed engaged in various catering establishments of the Reserve Bank of India at Bombay are the workmen of the Reserve Bank of India. Those persons it cannot be disputed are workmen within the meaning of Section 2(s) of the Industrial Disputes Act as that definition says that workmen means any person including apprentice employed in industry to do any unskilled, skilled technical operational clerical or supervisory work. It is not in dispute that the persons are doing the work envisaged by this definition.

15. The Management's contention is that they are employed by the implementation committee or the cooperative societies of the employer or contractors who are running the canteen on the premises of R.B.I. and therefore there is no relationship of master and servant between those employees and the R.B.I. As against this federation contends that the Bank is running a canteen or is expected to run the canteen and employ person for the running of the canteen and by introducing some agencies in between it cannot abdicate its duty to provide canteen facility to the employees by resorting to the method of appointing agencies and take shelter under it.

17. Desai award on the Industrial Disputes between the Reserve Bank of India and their workmen, September 1962 in Chapter IV deals with a demand about subsidising staff canteens and the terms and conditions thereof. Justice Desai observed "In my view, however much it may be desirable from the point of view of the staff to have well run canteen where wholesome food and refreshments are made available to the members of the staff at reasonable rates no case is made out for compelling the Bank to provide space for canteen or to provide furniture, equipment, crockery, cutlery etc. for canteen or to grant any subsidies as demanded. Apart from the plea of jurisdiction taken by the Bank of the footing of my having jurisdiction to deal with the demands as made I do not see any necessity to give any directions to deal with the demands made by the association and the Union made under this head. Accordingly no directions are given to the Bank connection thereof."

18. Thereafter the question came up before Mr. Justice Dighe in reference No. NTB-1-1979 between employers in relation to R.B.I. and their class III workmen. Chapter XXXI on the subject on welfare facilities like canteen, sports, recreation holiday home etc. referred to the demands on the point of canteen facilities. Reference was made on behalf of the bank to paragraph 11.3 of Desai Award. However submission of the Bank has been also recorded. It was submitted that there are already adequate canteen facilities available to the employees of the Bank. It was also submitted that the Bank has provided canteen facilities to its workmen in all the centers the Management of which



was either entrusted to a cooperative society formed by the staff or to provide caterers at smaller centre where it was not feasible to run a canteen because of the small number of staff at the centre. It was also stated on behalf of the bank that it has made arrangements to serve tea and other items of eatable by engaging services of Khitmadgar 'on no loss no profit basis'. Facilities have been enumerated. Reference was also made to the National Commission on labour presided over by Mr. Justice P.B. Gajendragadkar for providing subsidies in the form of free accommodation, fuel, light, furniture and utensils. It therefore, appears that the Management is not coming out with a case that it was not a part of its duty, (though not statutory duty,) to provide canteen facilities to the staff of the Bank. It has accordingly provided space, subsidies, free electricity water and such other amenities needed for running the canteen. It has sent its representatives on the implementation committee and also on the management of cooperative society running the canteen. These employees of the Bank representing the management are provided on full time and part time basis.

19. Before Mr. Justice Dighe all these aspects were placed and considered and the Learned Judge observed "the contention of the organisation that canteen facilities should be uniform for all categories of employees and that the canteen should be run as a department of the Bank need not be pressed further to make it into a direction". (para 31.16)

20. March water has flown since then as this award is dt. 2nd of December 1981. It appears that there has been a settlement in 1981 between the employees association and the Reserve Bank of India and canteen subsidy given to the canteen run by the employees cooperative societies was raised from 85% to 95% of establishment and other charges as at present. In the year 1984 as a result of the settlement amongst the amenities the Bank agreed to review the position regarding the existing formula for subsidy to staff canteen in office where reasonable canteen facilities were not available and agreed to explore ways of making reasonable arrangements.

21. The employees have relied upon a decision of the Central Government Industrial Tribunal at Calcutta in reference No. 63 of 1975 in the matter between State Bank of India and their workmen wherein the demand of the workman of the State Bank of India for treating staff of canteens which were run by the local implementation committee as workmen of the State Bank of India for the purposes of giving them the same status, pay and facilities as were available to the other class IV employees of the Bank was adjudicated upon and the Tribunal held that the canteen employees were workmen of the Bank and they were entitled to the same status, pay and other facilities as were available to the other class IV employees of the Bank. In that case as a result of welfare measure provision of canteen facilities was undertaken and the employees in the canteen were engaged by the local implementation committee in which the control was vested. The workmen were

paid directly by the committee the monthly remuneration and a large sum of money was set apart by the Bank and put in the hands of the circle welfare committee for distribution amongst the various local implementation committees towards the salary to be paid to the canteen employees. That committee was held to be a creature of the Bank and had no independent existence. The household utensils to be used in the canteen were supplied by the Bank. The Bank had its own employees as workmen in canteens which the Bank established in several branches of the Bank for maintaining its own canteens for supply of tea etc. to the Officers of the Bank as well as other visitors to the Bank. The employees were working during the working hours of the staff, got their uniforms from the Bank and all these circumstances were taken into account for holding in favour of the canteen employees.

22. Decision of the Bombay High Court in Writ petition No. 933 of 1990 in the case between Contract Laghu Udyog Kamgar Union Vs. State of Maharashtra and other deals with a case of Mess workers employed in Government colleges, hostel and these employee's claim benefit on par with other similarly situated State Government employees was not accepted by the Industrial Court which held them to be employees of the students representative council which managed the mess. The High Court in writ petition held that all the mess workers will have to be treated as Government employees and paid wages and other allowances accordingly. The mess managed by the student's representative council which held to be functioning only in an advisory capacity assisting the superintendent of the management and supervision of the mess.

23. The Supreme Court has in M.M.R. Khan and others etc. Vs. Union of India and others etc. JT. 1990(3) Sc. 1 classified the canteen into three categories (1) statutory canteens, (2) non statutory recognised canteens and (3) non statutory non recognised canteens. That was a case where canteen workers working in the canteens contended that they were Railway employees and the Supreme Court held in their favour. The Second type of canteens namely non statutory recognised canteens were set up as a staff welfare measure and they were established with the prior approval/recognition of the railway board. It was held that the canteens established in pursuant to the said provision namely Sc. 46 of the Act were incidental to or connected with the manufacturing process or the subject of the manufacturing process. The manual recognised the obligation of the railway administration created by the Act and made a provision for meeting the cost of the canteen. If further went on to hold that the employees appointed by the staff committee/cooperative society will have to be held to be appointed by the department through the agency of the committee/society as the case may be. It was found that in a canteen run by cooperative society it was obligatory to have a representative of the railway administration nominate either a chairman or a secretary or as a member of the committee. In a case of a canteen managed by a cooperative society it was obligatory upon the society to make a suitable provision in by laws for supervision of the



canteen by the committee of management. Various facilities were extended to such canteen and they included necessary accommodation sanitary and electric installation furniture and cooking utensils. The administration was required to bear rent on sanitary and electrical installation, services, taxes and charges for the electricity and water consumed. They were also entitled to subsidies and at the relevant time it was to the extent of 70 per cent of the wages of the employees therein. In view of this the Supreme Court held that even in respective non statutory but recognised canteens they became the employees of the Railways.

24. In the decision in the case of Transport & Dock Workers' Union Vs. Union of India and others reported in 1994 II CLR 781 following the said decision the Bombay High Court held that the employees of non-statutory canteens on the premises of the Bombay Port Trust and run through co-operative society of workmen were direct employees of the Bombay Port Trust and entitled to parity of wages with directly employed canteen workers.

25. In this case before me the contention of the workmen is that though the canteens are run by the co-operative society or looked after by the implementation committee the employees are of the R.B.I. In this connection the relevant material that has been referred to and relied upon is the admitted position. In the statement of claim it has been stated that the canteen situated in the Amar building is meant for employees at the Bank at Amar building, Main building, Marshal building and Hongkong building (which is no more there) and that canteen is being managed by implementation committee (Canteen Committee) consisting of four representatives from Reserve Bank Worker's Union that is Class IV Employees' Union five representatives from Reserve Bank Employees' Association that is Class III Employees' Union and three representatives from the Bank and those three representatives of the Bank were Currency Officer, Personal Officer and one Officer from the Personnel Policy Department. The Currency Officer is always a Chairman of the Committee. They provide the canteen committee free of charge fuel, water, electricity, utensils, premises, furnitures and fixtures etc., and also pay by way of subsidy 95 per cent of the salary, provident fund contribution, cost of uniform washing charges, gratuity of the workmen, etc. Over and above this the Bank paid to the canteen committee a sum of Rs. 17,500 per month by way of ad-hoc subsidy. It also relieved four employees who were in the committee, two for full day and two for half day to supervise the day to day affairs of the canteen. Now so far as this averment is concerned there is no denial. All that the Bank states is that the R.B.I. neither supervises nor controls supply of eatable to employees and the employees may or may not purchase eatables from the canteen. It further stated that the representatives of the Bank on the committee played limited role regarding the functioning of the committee and otherwise do not have any control whatsoever on the employees engaged by the committee so far as taking of disciplinary action against any particular employees, regarding allocation of work to those employees or the way the work was carried out by the said employees. In this connection Shri Moolya

thus filed an affidavit and has supported the averment in the statement of claim in affidavit para 5. There is no cross-examination on this aspect of the matter and there is no evidence adduced by the Reserve Bank. I would, therefore, accept the evidence in paras 4 & 5 of the affidavit. In para 7 of the affidavit it has been stated that the Bank has relieved two employees for full day and two employees for half day to supervise the canteen affairs run by the implementation committee. He has also stated that the committee cannot increase the staff, cannot effect any wage revision without the approval of the Bank. The rates of the eatables also cannot be revised without the consent of the Manager. He has produced documentary evidence in support of the instructions issued by the management of the Bank. The Bank is also reimbursing the expenses incurred over the periodical medical check up of the employees attached to the kitchen and counters. I, therefore, find that the evidence in the form of affidavit given by Shri Moolya, supports the contention of the Federation that the case clearly falls within the ratio laid down by the Supreme Court in MMR Khan's case and subsequently followed by the Bombay High Court in Transport & Dock Workers' Union case (supra).

26. In the course of cross-examination of Shri Moolya, it has been elicited that the recruitment is made by the canteen committee. He however, says that approval is to be obtained from the management of Reserve Bank for appointment. He admits that the attendance record is maintained by the committee. It sanctions leave of the employees and the canteen supervisor distributes work among the employees. It is the committee which initiates disciplinary proceedings and the Joint Secretary of the committee takes decision about purchase of commodities. He has further admitted that there are three Bank nominees in the committee and that was the only role that the Bank plays in the running of the canteen but this does not in my opinion take away the effect of the averments made in the affidavit which clearly go to show that the Bank exercises remote control which is as effective as any.

27. So far as the canteen run by the co-operative societies is concerned affidavit of Shri Konkar is material. He has stated in para 3 & 4 of functioning of such canteens. In para 4 he says that the Bank has provided free of charge fuel, water, electricity etc to the society canteen and reimbursed 95% of the salary, provident fund contribution of the workmen, gratuity uniform etc. as and by way of subsidy. He further states that Bank reimburses the licences renewal charges, medical expenses of the workmen's periodical medical check up as required under the BMC rules. He has also stated that neither the strength can be increased nor the wages revised without prior sanction of the Bank and produces documents in support. He has been also cross-examined as has been done in the case of Shri Moolya.

28. In these circumstances, I find that these canteens which though non statutory canteens are non-statutory canteens but recognised canteens. As I have stated earlier the Dighe Award specifically mentions that the management has stated before the

Tribunal that the Bank has provided canteen facilities to the employees and the management is entrusted either to a co-operative society formed by the staff or to private caterers at smaller centres. As can be seen as much as 95% of the expenses of the establishments are borne by the management by way of subsidy and all that is necessary for running a canteen is provided by the Bank. There is direct control exercised by the Bank in the form of nominating the representatives of the Bank.

29. The contention of the employee is that the Bank runs for its officers an officers lounge and the employees working there in that lounge are the employees of the Bank. This position is not in dispute. In the statement of claim this aspect has been pleaded in para 11. The salaries it is contended are much higher than the salaries paid to those working in the canteens for Class III and Class IV employees. One chart has been also filed in support. Once again I find that there is no dispute raised on this point and the affidavit filed by Shri Moolya makes a reference to this officers' lounge in para 3. The contention is that there is no justification whatsoever for discriminating between the employees working in the officers' lounge and those working in the other canteens of the Bank when they are doing the same/similar work. It is further submitted that by resorting to the method of running the canteens through agencies such as implementation committee, co-operative society, or contractors, the Bank cannot discriminate between canteen employees and those employed in the officers' lounge.

30. Shri Pooari has filed an affidavit and he is working for Reserve Bank of India through M/s. Pooja Caterers at New Central Office building Shahid Bhagat Singh Road. So far as this canteen is concerned it is stated in the statement of claim that the Bank engaged outside contractor named Alva Caterers and the said contractor employs about 35 workmen. The Bank provided to the said contractor free of charge electricity, utensils, water, fixtures, furniture and also over and above a sum of Rs. 80 000/- per month as subsidy. Similar is the position in the Bank building at Bandra Kurla Complex.

31. The decision in M.M.R. Khan's case (supra) dealt with a case of non-statutory non-recognised canteens. The difference between non-statutory recognised and non-statutory non-recognised canteen is mentioned in para 38 of the report. The first point of difference is that the canteens were not started with the approval of the Railway Board as required under para 2831 for the Railway Establishment Manual. Though they were started in the premises belonging to the Railway they were so started with the permission of the local officers, they were not required to be managed either as per the provisions of the Railway Establishment Manual or the Administrative Instructions. There was no obligation on the Railway Administrative to provide them any facility including the furniture, utensils, electricity and water. The canteens were further not entitled to nor were they given any subsidy. They were run by private contractor and there was no continuity either of the contractors or the workers engaged by them. Very often than not the workers went along with the contractors, there was no obligation on the

local officers to supervise the working of the canteens, no rules whatsoever were applicable to the recruitment of the workers and their service conditions. The canteens were run more or less on ad-hoc basis, the Railway Administration having no control on their working, neither was there a record of these canteens or of the contractors who run them to keep on changing much less of the workers engaged in these canteens. In view of these features the Supreme Court held that the workers engaged in these canteens were not entitled to claim the status of the Railway Servant. It is to be seen therefore, whether in the present case employees in canteens run by the contractors would be employees in non-statutory non-recognised canteens. It may be mentioned that in the case of All India Rly. Institute Employees Association through the General Secretary, Petitioner, Union of India through the Chairman, respondent reported in AIR 1990 Supreme Court 1952 the employees of Railway Institute and Clubs were held to be not railway employees. They were not treated on par with the employees in the statutory railway canteens. The distinguishing features between the two classes of establishments is namely canteens run by Railway Institute and Clubs and those by Railway Establishment.

32. In this case before me apart from the oral evidence adduced in the form of affidavit and subjected to cross-examination agreements between the Bank and the contractors are produced on record. The first one between the Reserve Bank of India and M/s. Alva Caterers a proprietary concern is produced. The first para reads "whether the Bank is desirous of establishing a canteen for the staff....". It further mentions "a caterer has offered to manage and run a canteen.....". "The Bank..... has agreed to permit the caterer to manage and run the said canteen as hereinafter set out". The caterer has to comply with the conditions set out in Schedule A to the agreement. It states that the electricity charges for running the said canteen shall be borne and paid by the Bank. The quality of food stuff, beverages and other refreshments supplied shall be of proper standard to the satisfaction of the Manager, Reserve Bank of India, Bombay, and the Manager may at any time inspect the said canteen and direct removal therefrom of any articles of food stuff or beverages which may in his opinion be considered as unsuitable for consumption and the caterer shall carry out such directions without demur. The caterer shall not supply food stuff as are objected by the Manager, the caterer has for the purposes of the said canteen to employ an efficient and experienced person for supervising the contractor of the said canteen and adequate number of other workers who shall be experienced, efficient, free from disease, clean courteous and neatly clothed in livery and shall not employ or continue to employ any person whose employment is objected by the Manager. He shall run the canteen on all working days of the Bank and on such other days as will be mutually agreed upon by the parties. It shall be kept open during such timings as stipulated by the Manager from time to time. He shall supply tea/coffee to the Banks staff at their desks on various floors atleast twice a day. Canteen shall be for the exclusive use of the employees of the Bank and their guests and days working shall

be subject to the supervision and control of the Manager. The rates of the food stuff shall be as specified in the schedule annexed to the agreement and will be subject to revision from time to time by the Manager and they be displayed at a conspicuous place in the canteen. The Bank shall pay by way of subsidy a sum of Rs. 75,000/- per month and this amount of subsidy is revisable depending upon the prices of raw materials used for preparing food stuff refreshments and beverages. A complaint book shall be kept by the caterers in which complaints and suggestions if any could be recorded and that book shall be opened to inspection by the Manager. The action taken in respect of such complaint and suggestion reported to the Manager and the caterer shall carry out such directions as may be given by the Manager. The Bank has to arrange for gas connection crockery, thermos, jars and other electric gadgar as per the Schedule 'C' to the agreement maintenance and repairs is the responsibility of the caterers so far as fixtures, gas installation and fittings are concerned. The Manager has a right to inspect the said canteen and nominal charges of Rs. 10/- per month was to be paid as compensation to the Bank by the caterer. The Manager has the right to terminate the agreement by giving one month's notice in writing where as the caterer has to give three months notice to the Bank. It is further stipulated that the Bank shall be entitled to make alternative arrangements for providing canteen facilities to the staff members in the said premises in the event of caterer suspending/discontinuing his services during the period of his agreement. A similar agreement between the period of the agreement. A similar agreement between dated 1st January 1993 to run a canteen is also produced. The format is on similar lines. The subsidy amount mentioned in this is Rs. 95,000/- as against 70,000/- in the earlier agreement. The submission on behalf of the workmen is that the distinguishing features mentioned in MMR Khan's case are not present here in this case. It is urged that the Management of the Reserve Bank of India has admitted its responsibilities to run the canteen for the benefit of its employees. It also provided them with facilities including furniture, utensils electricity and water, the canteens are given subsidies. Supervision is provided, disciplinary control vests in the Manager of the Reserve Bank of India because the caterer is under an obligation to abide by the directions of the Manager in case complaints are received apart from the fact that he is under an obligation to report to the Manager the action taken by him when complaints are received. The submission therefore is that though these canteens may be non-statutory in nature they could be said to be recognised canteens by Bank and no non-recognised canteens. I find considerable force in this submission made. It is too late in the day to contend that the Bank is not under an obligation to run canteens on its premises and it cannot be disputed and has the Bank has recognised the need for providing canteen facilities to its employees and I have already pointed out that before the Tribunal (Mr. Justice Dighe) the management of the Reserve Bank referred to the facilities provided and also mentioned that it has entrusted its management either to a co-operative society formed by staff or to private caterers at smaller centres where it was not feasible to run canteen because of the small number of staff

at the centre. It has mentioned that the facilities extended to the co-operative societies running the canteen and to the private caterers and the responsibility cast upon them. The agreements referred to above show the acceptance of the liability to run the canteen and he desire to do so by entrusting them to private caterers and of having control over them through Manager of the Reserve Bank of India. I therefore, find that these canteens would be covered by category of non-statutory recognised canteens. The employees in these canteens will also be entitled to the benefit which the employees in the canteens run by the implementation committee and co-operative societies are entitled to.

33. The workman have been contending that the Bank is having a canteen for the officers and it is called officers lounge. The Bank has engaged employees for that lounge they are paid salaries and allowances as are payable to Bank employees alongwith the statement of claim the employments paid and the concessions in the form of medical aid, leave fare concession are given. That is not disputed. In fact the grievance is that there is a discrimination between staff canteen for Class III and Class IV employees and the officers lounge catering to the needs of the officers' lounge and paying them far better emoluments than those earned by the employees in the staff canteen for the Class III and Class IV employees. There is hardly any reply to this contention raised. In fact, when the Bank contends in para 3(iii) of the written statement that the canteen run by the canteen committee, co-operative society and contractors are in the nature of clubs and Reserve Bank of India is not responsible for the engagement or employment of these persons engaged by the said committee/society/contractors it is more applicable to the officers' lounge rather than to the staff canteen of the Class III and Class IV employees. If the Bank employees persons for the running of the officers' lounge catering to the officers of the Bank there is all the more reason for engaging employees for the staff canteen of Class III and Class IV employees.

34. A decision of the Calcutta High Court in a Civil Order No. 11488(W) of 1983 dated 29th June, 1987 is referred to and an uncertified copy of the same if produced. That was a case in which Reserve Bank employees co-operative canteen employees union's petition was dismissed. The union's prayer for directing the union Government to refer the dispute between it and the Reserve Bank of India for adjudication to a Industrial Tribunal under section 10(2) of the Industrial Disputes Act, was rejected and the High Court was not inclined to interfere in its writ jurisdiction. It felt that if the appropriate Government denied that admittedly the employee concerned was not the employee of the Reserve Bank of India there was no dispute within the meaning of the Industrial Disputes Act. I am afraid the decision rendered as early as in the year 1987 and declining to interfere with the order passed by the Government of India in refusing to make a reference for adjudication could not with respect be cited in support of the Reserve Bank of India's case in the present adjudication proceeding. The Reserve Bank of India also relied upon a decision of the Bombay High Court in original side

Wirt Petition No. 610 of 1982 filed by the Bombay Labour Union against the Union of India, Reserve Bank of India, Chairman to the Reserve Bank of India and the Honorary Secretary Reserve Bank Worli staff Co-operative Canteen Ltd., Reserve Bank of India Byculla Staff Co-operative Canteen Ltd. and Shri Shetty, a canteen contractor. That appears to have been rejected by the High Court and the order came to be upheld in appeal. However, those decisions are of the year 1982. As stated earlier there have been subsequent settlements between the parties as a result of which canteen facilities provided have received not only recognition from the Bank but also other facilities in the form of increased subsidies. It is therefore, not correct to rely upon those decisions at this distance of time. It must also be noted that the jurisdiction of this Tribunal under section 10(1)(d) to find out whether the action of the management in not recognising the staff canteen employees as their employees and regularising their services is justified is wide enough to examine the position and find out justification or otherwise for that action of the management.

35. The management has come out with a contention that it is not aware of the nature of work done by the 166 persons mentioned in the schedule nor is it aware of their duty timings or whether any or all of them are part-time employees or fulltime employees. It is also not aware as to whether all or any of them is performing supervisory or other work and whether the nature of work done by any of them is comparable to the nature of work done by the employees of the Bank. It may not be possible for the Bank to find out the equivalent posts in the Reserve Bank as there are no equivalents for the Reserve Bank of India Officers' lounge for the post of Vendor, Supervisor, Cashier, Accountant etc., under the above agencies. I find from this annexure to the statement of claim that in the officers' lounge there are posts of Supervisor, Coupon Clerks, Cooks, Assistant Cooks, Tea Boys/Farsh. Therefore, atleast for some categories of employees there are comparable posts. The number of employees may differ from canteen to canteen depending upon the need but categories of employees in my opinion would not differ. The canteen would require Cooks, Assistant Cooks, Boys to serve tea and snacks.

36. From the nature of the work that is being performed by the 166 persons mentioned in the list attached to the reference it is seen that they have comparable employees employed in the Officers' lounge. The exercise of fitting of these 166 employees in the corresponding categories will have to be carried out by the Reserve Bank of India. That they will have to be paid difference in wages which they would have earned and which they have been paid. As can be seen from the Annexure 'A' to the statement of claim certain categories of employees are clubbed together for the purposes of pay scale. The Assistant cook, tea boys & farash is one such clubbing, Supervisor and coupon clerk is another.

37. Point that remains for consideration is with regard to the date with effect from which effect will have to be given.

38. In this connection it is seen that in the decision between Standard Vacume refining Company of India Limited and their Workmen 1962 page 233 (Supreme Court) the Supreme Court observed that such a direction cannot be put into force on the retrospective effect. In that case few months remain before the present contract came to be an end and therefore for those months the system prevailing was allowed to continue and with effect from the date the contract came to an end the effect of that award was directed to be given. In an Award in the case between employers in relation to the State Bank of India and their Workmen Central Government Industrial Tribunal at Calcutta in reference No. 63 of 1975 directed that canteen employees who were held to be workmen of the Bank would be entitled to the same status, pay and other facilities as were available to the other class IV employees of the Bank with effect from 1st of November, 1976, the date of award being 30th of November, 1976. The Supreme Court in writ petition No. 6189-7044 and 8246-55 of 1983 directed further benefits if admissible will be effective from 1-10-1991 the date of judgement being 11th of October 1991. It is therefore difficult to grant the prayer of the workmen to direct absorption and difference of emoluments with retrospective effect of each employee joining the service. I am supposer to indicate the extent of relief payable to these 166 persons. The just direction in my view would be that they will be entitled to absorption and difference in back wages with effect from 1st of March, 1995. In respect of employees who are working in the canteens run through the contractors they will be entitled to the benefit with effect from the date the respective contracts came to an end.

Award accordingly.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 29 मार्च, 1995

का. आ. 1135.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अमसुरण में, केन्द्रीय सरकार भारतीय रिजर्व बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-3-95 को प्राप्त हुआ था।

[संख्या एल-12012/346/91आईआर (बी-3)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 29th March, 1995

S.O. 1135.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhartiya State Bank and their workmen, which was received by the Central Government on the 28-3-95

[No. L-12012/346/91-IR(B-3)]

P. J. MICHAEL, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING  
OFFICER CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL CUM LABOUR  
COURT PANDU NAGAR DEOKI  
PALACE ROAD KANPUR

Industrial Dispute No. 44 of 1992

In the matter of Dispute

BETWEEN

Deputy General Manager,  
S.B. I. Staff Association,  
22 State Bank Colony,  
Behind Jaipur House,  
Agra-282001.

AND

Regional Manager,  
Bhartia State Bank,  
Region III,  
Zonal Office Agra.

## AWARD

1. Central Government, Ministry of Labour, vide its notification No. L-12012/346/91-I.R. (B.3) dated 25-2-92, has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of State Bank of India in terminating the services of Sri Rajveer Singh, temporary guard, was justified? If not, to what relief the workman is entitled to?

2. In the instant case the Deputy General Secretary of the Union which has spoused the present industrial dispute in respect of Shri Rajveer Singh, has moved an application dt. 28-10-93, stating that they have arrived at settlement and the employer had agreed to appoint the concerned workman in the service of the bank. As such the Union does not want to prosecute the case any more. In view of it is needless to give further details of the case.

3. In view of the facts and circumstances of the case it is held that the workman concerned is entitled to no relief and a no claim award is given in the case.

4. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 31 मार्च, 1995

का. आ. 1136.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कांडाला पोर्ट ट्रस्ट के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर (एम. पी.) के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-3-95 को प्राप्त हुआ था।

[संख्या एस-27012/4/92-आईआर (विधि)]

बी. एस. डेविड, डेस्क अधिकारी

New Delhi, the 31st March, 1995

S.O. 1136.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, Jabalpur (M.P.). As shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kandla Port Trust and their workmen, which was received by the Central Government on 30-3-1995.

[No. L-27012/4/92-IR(Mise)]

B. M. DAVID, Desk Officer

## ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR (MP).

Case Ref. No. CGIT/LC(R) (107)/1993

BETWEEN

Shri Tijoo Shrawan Yadao, through the General Secretary, Transport and Dock Workers' Union, 26, Mewawala Market, New Dandla (Kutch) 370210.

AND

The Secretary, Kandla Port Trust, Administrative Building, Gandhidham (Kutch)-370201.

PRESIDED IN : By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman : None.

For Management : Shri A.K. Shasi, Advocate.

INDUSTRY : Manganese Mine DISTRICT Nagpur (MS).

## AWARD

Dated 22nd March, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-27012/4/IR(Misc.) dated May 21, 1993, for adjudication of the following industrial dispute :—

## SCHEDULE

"Whether the action of the management of manganese Ore (India) Ltd., Kandri Mine in dismissing the services of Shri Tijoo Shrawan Yadao w.e.f. 7-2-1992 is legal and justified. If not, to what relief the workman is entitled to?"

2. In modification of the aforementioned Reference Order dated 21-5-1993 which was referred to the Presiding Officer, Industrial Tribunal, Adipur (Kutch) for adjudication of the dispute, the Ministry of Labour issued an order dated May 25th, 1993/1-6-93, referred the same dispute to this Tribunal for adjudication between Shri Tijoo Shrawan Yadao R/o Kandri Mine, Kandri, Tah-Ramtek, District Nagpur (MS) and the Mines Manager, Kandri Mine of Manganese Ore (India) Ltd., Tah-Ramtek, District Nagpur (MS). The Schedule to the Reference Order dated 21-5-93 shows that the dispute relates to the management of Manganese Ore (India) Ltd., Kandri Mine. District

Nagpur (MS) and there was inadvertently referred to the President Officer, Industrial Tribunal, Adipur (Kutch) which has been modified vide Order dated 1-6-1993.

3. The workman concerned, Shri Tijoo Shrawan Yadoo, was Noticed to the file his statement of claim on 10-1-1995. He neither appeared nor filed his statement of claim. On 10-1-1995 Counsel for Management stated that the workman has received the job. That being so, no dispute award is hereby passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 31 मार्च, 1995

का.आ. 1137.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 के अनुसरण में, केन्द्रीय सरकार केन्द्री माईन्स ऑफ मैंगनीज (इंडिया) लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर (एम. पी.) के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-3-95 को प्राप्त हुआ था।

[संख्या एल-27012/5/92-प्रार्थमार(विक्रि)]

श्री. एस. डेविड, डेस्क अधिकारी

New Delhi, the 31st March, 1995

S.O. 1137.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur (M.J.) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kandri Mines of Manganese (India) Ltd. and their workmen, which was received by the Central Government on 30-3-95.

[No. L-27012/5/92-IR(Misc)]

B. M. DAVID, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP).

Case Ref. No. CGIT/LC(R) (122)/1993

BETWEEN

Shri Pralhad Keshao Bhojar R/o Kandri Mine, Kandri, Tahsil-Ramtek, District Nagpur (MS).

AND

The Mines Manager, Kandri Mines of Manganese Ore (India) Ltd., Kandri, Tahsil-Ramtek, District Nagpur (MS).

PRESIDED IN : By Shri Arvind Kumar Awasthy. APPEARANCES :

For Workman : None

For Management : Shri A. K. Shasi, Advocate.

INDUSTRY : Manganese Mine DISTRICT : Nagpur (MS).

AWARD

Dated, the 22nd March, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-27012/5/92-IR (Misc.) Dated 14th June, 1993, for adjudication of the following industrial Dispute :—

SCHEDULE

"Whether the action of the Management of Manganese Ore (India) Ltd., Kandri Mine in dismissing the services of Shri Pralhad Keshao Bhojar w.e.f. 7-2-1992 is legal and justified. If not, to what relief the workman is entitled to?"

The workman concerned, Shri Pralhad Keshao Bhojar, was directed by the Ministry of Labour to file the statement of claim complete with relevant documents, list of reliance of witnesses with the Tribunal fifteen days of the receipt of the order of reference dated 14-6-93 and this Tribunal also issued notice to the workman to file the same on 10-1-1995, but the workman neither filed the statement of claim etc. nor put his appearance before this Tribunal on 10-1-1995. Management's Counsel, Shri A. K. Shasi, stated that the workman has received the job. It appears that since the workman has received the job he has no interest in pursuing the matter further and there remains no dispute for adjudication. No dispute award is therefore passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer